TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 807.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JOHNSON, PLAINTIFF IN ERROR,

vs.

NATHANIEL THAYER, F. W. PALFREY, AND GEORGE W. WELD.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

FILED OCTOBER 13, 1876.

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1 In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & George W. Weld, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS of the county of Johnson, defendants. } 660.

Be it remembered that on this day, to wit, April 28, 1873, the plaintiffs, by their attorneys, filed in the clerk's office of said court their petition, precipe, and security for costs in said-entitled action; which said petition, precipe, and security for costs, with the endorsements thereon, are in the words and figures following, to wit:

Petition.

Circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & George W. Weld, plaintiffs,
against
THE BOARD OF COUNTY COMMISSIONERS of the county of Johnson, defendants. } Petition.

The plaintiffs in the above entitled action complain of the above-named defendant', and allege:

That the plaintiffs are citizens of the State of Massachusetts; that the County of Johnson is, and was at the respective dates hereinafter mentioned, a body corporate and politic, duly created and organized
2 under and by virtue of the laws of the State of Kansas, and as such is required by the laws of said State to sue and be sued by the name above designated.

3 And for a first cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 1;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 1, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, of one of the coupons thereto attached, & of a certifical of the auditor of the State of Kansas endorsed thereon, is hereunto annexed & made a part of this cause of action; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a second and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 2;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 2, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

4 And for a third and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 3;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 3, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fourth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New-York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 4;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 4, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

5 And for a fifth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 5;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 5, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 6;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 6, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

6 And for a seventh and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 7;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 7, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for an eighth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after date thereof, to the Kansas and Neosho Valley Railroad Company or bearer,

the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 8;" that attached thereto was, among others, a certain coupon, bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 8, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

7 And for a ninth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 9;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 9, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a tenth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached;

which said bond, in order to distinguish it from others of like character' was marked "No. 10;" that attached thereto was, among others, a certain coupon, bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 10, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

8 And for a' eleventh and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 11;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 11, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twelfth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 12;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the

place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 12, issued to the Kansas and Neosha Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest thereon from the 1st day of January, 1872.

9 And for a thirteenth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 13;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 13, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fourteenth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 14;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on

the bond of the county of Johnson, No. 14, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fifteenth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 15;" that attached thereto was, among others, a certain coupon, bearing date on the said 6th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 15, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixteenth and further cause of action said plaintiffs allege:

That on the 6th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 16;" that attached thereto was, among others, a certain coupon, bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 16, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these

plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

11. And for a seventeenth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 17;" that attached thereto was, among others, a certain coupon bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 17, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for an eighteenth and further cause of action said plaintiffs allege:

That on the 6 day of September, 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 18;" that attached thereto was, among others, a certain coupon, bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 18, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January 1872.

12 And for a nineteenth and further cause of action said plaintiffs allege:

That on the 6 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 20;" that attached thereto was, among others, a certain coupon, bearing date on the said 6 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 20, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twentieth and further cause of action said plaintiffs allege:

That on the twenty-seventh day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 31;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson No. 31, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

13 And for a twenty-first and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 32;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 32, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twenty-second and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 33;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 33, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part there-

of, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

14 And for a twenty-third and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 34;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 34, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to the plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twenty-fourth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after date thereof, to the Kansas and Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 35;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interst due on the bond of the county of Johnson, No. 35, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1 day of January, 1872.

15 And for a twenty-fifth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 36;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 36, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twenty-sixth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 37;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 37, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

16 And for a twenty-seventh and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was maked "No. 38;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 38, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a twenty-eighth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 39;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 39, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

17 And for a twenty-ninth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond,

dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 40;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 40, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirtieth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 41;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer *one thousand* dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 41, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon or any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

18 And for a thirty-first and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or

bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 42;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 42, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirty-second and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Compay, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 43;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 43, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

19 And for a thirty-third and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of even per cent. per annum, payable semi-annually at the Ninth National

Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 44, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirty-fourth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 45;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 45, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirty-fifth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like

character, was marked "No. 46;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 46, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirty-sixth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 47;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 47, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

21 And for a thirty-seventh and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 48;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September,

1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 48, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a thirty-eighth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 49;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 49, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

22 And for a thirty-ninth and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 50;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York,

on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 50, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fortieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 51, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest from the 1st day of January, 1872.

23 And for a forty-first and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 52;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 52, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon

by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1 day of January, 1872.

And for a forty-second and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 53, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

24 And for a forty-third and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D, 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 54;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 54, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property

of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a forty-fourth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 55;" that attached thereto was, among others, a certain coupon, bearing date on said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of Janury, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 55, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the first day of January, 1872.

25 And for a forty-fifth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place atoresaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 56;" that attached thereto was, among others, a certain coupon, bearing date on the said 22nd day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 56, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon or any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a forty-sixth and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that attached thereto was, among others, a certain coupon bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 57, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

26 And for a forty seventh and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 58;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson No. 58, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a forty-eighth and further cause of action said plaintiffs allege:

That on the 22d day of January, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 59;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 59, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupons by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

27 And for a forty-ninth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 60;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 60, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fiftieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 61;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 61, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

28 And for a fifty-first and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosha Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 62;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 62, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fifty-second and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 63;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 63, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

29 And for a fifty-third and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 64;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 64, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fifty-fourth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid,

whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 65;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 65, issued to the Kansas and Neosho Valley Railroad Company; that before caid coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

30 And for a fifty-fifth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 66;" that attached thereto was, among others, a certain coupon, bearing date on the said 22' day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 66, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein in and said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fifty-sixth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in

the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 67;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 67, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

31 And for a fifty-seventh and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 68;" that attached thereto was, among others, a certain coupon, bearing date on the said 22' day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 68, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a fifty-eighth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 69;" that attached thereto was, among

others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 69, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

32 And for a fifty-ninth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 70;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the County of Johnson, No. 70, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixtieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 71;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the

1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 71, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

33 And for a sixty-first and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 72;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 72, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the first day of January, 1872.

And for a sixty-second and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 73;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 73, issued to

the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

34 And for a sixty-third and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 74;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 74, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part there of, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixty-fourth and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 75;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 75, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these

plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

35 And for a sixty-fifth and further case of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 76;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 76, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixty-sixth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 77;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 77, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

36 And for a sixty-seventh and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Campany, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 78;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 78, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a sixty-eighth and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, wa marked "No. 79;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 79, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

37 And for a sixty-ninth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 80;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 80, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a seventieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 81;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 81, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

38 And for a seventy-first and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 82;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 82, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a 72d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 83;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 83, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

39 And for a 73d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of

seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 84;" that attached thereto was, among others, a certain coupon, bearing date on the said 22' day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 84, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

The said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for the 74th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 85;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 85, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a 75th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like

character, was marked "No. 86;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 86, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

And for a 76th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 87;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 87, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon or any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

41 And for a 77th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 88;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer

thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 88, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest from the 1st day of January, 1872.

And for a 78th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 89;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 89, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

42 And for a 79th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 90;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 90, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these

plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1872.

43 And for an eightieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 91;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 91, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for an eighty-first and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 92;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 92, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

44 And for an eighty-second and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 93;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 93, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for an eighty-third and further cause of action, said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 94;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 94, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupons by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

45 And for an eighty-fourth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 95;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the County of Johnson, No. 95, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for an eighty-fifth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 95;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 95, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

46 And for an eighty-sixth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 97;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 97, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for an eighty-seventh and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 98;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 98, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

47 And for an eighty-eighth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 99;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer two hundred dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 99, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in the said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for an eighty-ninth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 100;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January; 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 100, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

48 And for a nin'tieth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 101;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 101, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a nin'ty-first and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 102;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 102, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

49 And for a ninety-second and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid,

whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 103;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 103, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a ninety-third and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 104;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 104, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

50 And for a ninety-fourth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven

per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked 'No. 105;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 105, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the sameawas duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a ninety-fifth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in siad county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 106;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 106, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

51 And for a ninety-sixth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of

like character, was marked "No. 107;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 107, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a ninety-seventh and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 108;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 108, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

52 And for a ninety-eighth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 109;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868,

and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 109, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the first day of January, 1872.

And for a ninety-ninth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 110;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 110, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

53 And for a one hundredth and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 111;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of Jan-

uary, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 111, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a one hundred & first and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 112;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 112, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

54 And for a one hundred & second and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 113;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 113, issued to the Kansas and Neosho Valley Rail-

road Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

And for a one hundred & third and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 114;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 114, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

55 And for a one hundred & fourth and further cause of action said plaintiffs allege:

That on the 22 day of June A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 115;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 115, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the first day of January, 1872.

And for a one hundred & fifth and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish from others of like character, was marked "No. 116;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 116, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who over since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1872.

56 And for a 106th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 117;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 117, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{110}$ dollars, with interest from the 1st day of January, 1872.

And for a 107th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 118;" that attached thereto was, among others, a certain coupon bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{110}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 118, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the sad coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

57 And for a 108th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 119;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No 119, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 109th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 120;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 120, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

58 And for a 110th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 121;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 121, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 111th and further cause of action said plaintiffs allege:

That on the 22nd day of June, A. D. 1868, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 122;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 122, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

59 And for a 112th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 123;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 123, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 113th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of

one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 124;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 124, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

60 And for a 114th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 125;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 125, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the first day of January, 1872.

And for a 115th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 126;" that attached thereto was, among others, a

certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 126, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

61 And for a 116th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 127;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 127, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 117th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked No. 128; that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the

1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 128, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{51}{100}$ dollars, with interest from the 1st day of January, 1872.

62 And for a 118th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 129;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{51}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 129, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{51}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 119th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 130;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 130, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by

its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

63 And for a 120th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 131;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 131, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 121st and further cause of action said plaintiffs allege:

That on the 23d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 132;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 132; issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

64 And for a 122d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 133;" that attacded thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 133, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 123d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 134;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 134, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

65 And for a 124th and further cause of action said plaintiffs allege That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 135;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 135, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 125th and further cause of action said plaintiffs allege:

That on the 22nd day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 136;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 136, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the first day of January, 1872.

66 And for a 126th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place afore-

said, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 137;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 137, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 127th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 138;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 138, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

67 And for a 128th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of

seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked No. 139; that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the County of Johnson, No. 139, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupons by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 129th and further cause of action, said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked No. 140; that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 140, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

68 And for a 130th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was

marked No. 141; that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the County of Johnson, No. 141, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 131st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 142;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the County of Johnson, No. 142, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

69 And for a 132nd and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 143;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it prom-

ised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 143, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 133rd and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 144;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 144, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from 1st day of January, 1872.

70 And for a 134th and further cause of action said plaintiffs allege:

That on the 22nd day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 145;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 145, issued to the Kan-

sas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 135th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 146;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 146, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

71 And for a 136th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 147;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 147, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 137th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 148;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 148, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

72 And for a 138th and further cause of action said plaintiffs allege:

That on the 22nd day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 149;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 149, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 139th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 150;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 150, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

73 And for a 140th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 151;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 151, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 141st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of *three* $\frac{50}{100}$ dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 152;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 152, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

74 And for a 142d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 153;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 153, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 143d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer,

the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 154;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 154, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

75 And for a 144th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 155;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi annual interest due on the bond of the county of Johnson, No. 155, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 145th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached;

which said bond, in order to distinguish it from others of like character, was marked "No. 156;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 156, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

76 And for a 146th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 157;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 157, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 147th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 158;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the

place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 158, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

77 And for a 148th and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 159;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 159, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 149th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 160;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on

the bond of the county of Johnson, No. 160, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

78 And for a 150th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 161;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 161, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 151st and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 162;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 162, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these

plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

79 And for a 152nd and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 163;" that attached thereto was, among others, a certain coupon bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 163, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1872.

And for a 153d and further cause of action said plaintiffs allege:

That on the 22d day of June, 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 164;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 164, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January 1872.

80 And for a and further cause of action said plaintiffs allege:

That on the day of , A. D. 186 , at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that attached thereto was, among others, a certain coupon, bearing date on the said day of , 186 , and at the place aforementioned, made by said County, whereby it promised to pay to bearer dollars, at the city of New York, on the 1st day of , 187 , being the semi-annual interest due on the bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of dollars, with interest from the day of ; 187 .

And for a and further cause of action said plaintiffs allege:

That on the day of , A. D. 186 , at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that attached thereto was, among others, a certain coupon, bearing date on the said day of , 186 , and at the place aforementioned, made by said County, whereby it promised to pay to bearer dollars, at the city of New York, on the 1st day of , 187 , being the semi-annual interest due on the bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of dollars, with interest from the day of , 187 .

81 And for a 154th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 34;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 34, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 155th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 35;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 35, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

82 And for a 156th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 36;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 36, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to the plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 157th and further cause of action said plaintiffs allege:

That on the 27 day of January, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 37;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interst due on the bond of the county of Johnson, No. 37, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

83 And for a 158th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said

county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 38;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 38, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 159th and further cause of action said plaintiffs alleg :

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 39;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 39, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

84 And for a 160th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after

the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was maked "No. 40;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi annual interest due on the bond of the county of Johnson, No. 40, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 161st and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 41;" that attached thereto was, among others, a certain coupon, bearing date on the said 27th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 41, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

85 And for a 162nd and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National

Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 42;" that attached thereto was, among others, a certain coupon, bearing date on the said 27th day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 42, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 163rd and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 43;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 43, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

86 And for a 164th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that attached thereto was, among others, a certain

coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 44, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 165th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 45;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 45, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

87 And for a 166th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 46;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on

the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 46, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 167th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 47;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 47, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

88 And for a 168th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 48;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 48, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms

became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 169th and further cause of action said plaintiffs allege:

That on the 27 day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 49;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 49, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

89 And for a 170th and further cause of action said plaintiffs allege:

That on the 27th day of September, A. D. 1867, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 50;" that attached thereto was, among others, a certain coupon, bearing date on the said 27 day of September, 1867, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 50, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 171st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 51;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 51, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

90 And for a 172d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 52;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 52, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 173d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 53, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

91 And for a 174th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 54;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 54, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 175th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 55;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 55, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

92 And for a 176th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 56, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 177th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond,

dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that attached thereto was, among others, a certain coupon, bearing date on the said 22' day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 57, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

93 And for a 178th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 58;" that attached thereto was, among others, a certain coupon, bearing date on the said 22' day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 58, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 179th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum

of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 59;" that attached thereto was, among others, a certain coupon bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 59, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

94 And for a 180th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum ,payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 60;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 60, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 181st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank,

in the city of New York, according to divers coupons thereto attached: which said bond, in order to distinguish it from others of like character, was marked "No. 61;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 61, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

95 And for a 182d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 62;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 62, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 183d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 63;" that attached thereto was, among oth-

ers, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 63, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

96 And for a 184th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 64;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 64, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 185th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 65;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st

day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 65, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

97 And for a 186th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 66;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 66, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 187th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 67;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 67, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due

and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

98 And for a 188th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 68;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 68, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 189th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 69;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 69, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

99 And for a 190th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said county of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 70;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 70, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 191st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said county of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 71;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 71, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

100 And for a 192d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said county of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 72;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 72, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 193d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said county of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 73;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 73, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

101 And for a 194th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 74;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 74, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the first day of January, 1873.

And for a 195th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 75;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 75, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

102 And for a 196th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid,

whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 76;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 76, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 197th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 77;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 77, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

103 And for a 198th and further case of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of

seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 78;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 78, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 199th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 79;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 79, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

104 And for a 200th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character,

was marked "No. 80;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 80, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 201st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 81;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 81, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

105 And for a 202d and further cause of action said plaint allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 82;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-

five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 82, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 203rd and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 83;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 83, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

106 And for a 204th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 84;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 84, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these

plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 205th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 85;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 85, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

107 And for a 206th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 86;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 86, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

The said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 207th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 87;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 87, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

108 And for a 208th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 88;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 88, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That sid defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

And for a 209th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 89;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 89, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1873.

109 And for a 210th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 90;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 90, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 187 .

And for a and further cause of action said plaintiffs allege:

That on the day of , A. D. 186 , at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby,

for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that attached thereto was, among others, a certain coupon, bearing date on the said day of , 186 , and at the place aforementioned, made by said County, whereby it promised to pay to bearer dollars, at the city of New York, on the 1st day of , 187 , being the semi-annual interest due on the bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of dollars, with interest from the day of , 187 .

110 And for a and further cause of action said plaintiffs allege:

That on the day of , A. D. 186 , at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that attached thereto was, among others, a certain coupon, bearing date on the said day of , 186 , and at the place aforementioned, made by said County, whereby it promised to pay to bearer dollars, at the city of New York, on the 1st day of , 187 , being the semi-annual interest due on the bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of dollars, with interest from the day of , 187 .

And for a and further cause of action said plaintiffs allege:

That on the day of , A. D. 186 , at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of dollars, with interest at the rate of seven

per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that attached thereto was, among others, a certain coupon, bearing date on the said day of , 186 , and at the place aforementioned, made by said County, whereby it promised to pay to bearer dollars, at the city of New York, on the 1st day of , 187 , being the semi-annual interest due on the bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of dollars, with interest from the day of , 187 .

111 And for a 211th and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 92;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 92, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 212th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 99;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the

place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 99, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

112 And for a 213th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 100;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 100, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 214th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 101;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county

of Johnson, No. 101, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

113 And for a 215 and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 102;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 102, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 216th and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of *seven* dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 103;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1872, being the semi-annual interest due on the bond of the county of Johnson, No. 103, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs,

who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

114 And for a 217th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 104;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 104, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 218th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 105;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 105, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

115 And for a 219th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 106;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 106, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 220th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 107;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 107, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

116 And for a 221st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 108;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 108, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 222d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 109;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 103, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

117 And for a 223d and further cause of action said plaintiffs allege

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 110;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 110, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 224th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 111;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 111, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

118 And for a 225th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid,

whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 112;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 112, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 226th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 113;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 113, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

119 And for a 227 and further cause of action said plaintiffs allege:

That on the 22 day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National

Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 114;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 114, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 228th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 115;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 115, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

120 And for a 229th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 116;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day

of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer seven dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 116, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1873.

And for a 230 and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 125;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 125, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

121 And for a 231st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 126;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 126, issued to the Kansas and Neosho Valley

Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 232d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 127;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 127, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

122 And for a 233d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 128;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 128, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 234th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 129;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 129, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

123 And for a 235th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 130:" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 130, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 236th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 131;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 134, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

124 And for a 237th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 132;" that attached thereto was, among others, a certain coupon bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 132, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 238th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 133;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 133, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

125 And for a 239th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 134;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 134, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 240th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or

bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 135;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 135, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873..

126 And for a 241st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 136;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 136, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 242nd and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character,

was marked "No. 137;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 137, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

127 And for a 243rd and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 138;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 138, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 244th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 139;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the

1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 139, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

128 And for a 245th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 140;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of *January*, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 140, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 246th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 141;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 141, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and pay-

able, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

129 And for a 247th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 142;" that attached thereto was, among others, a certain coupon, bearing date on the said 22 day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 142, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 248th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 143;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 143, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

130 And for a 249th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 144;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 144, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 250th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 145;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 145, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part there-

of, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

131 And for a 251st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 146;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 146, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 252d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 147;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 147, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

132 And for a 253d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 148;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 148, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 254th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 149;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 149, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

133 And for a 255th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven

per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 150;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 150, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the first day of January, 1873.

And for a 256' and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 151;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 151, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

134 And for a 257th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like

character, was marked "No. 152;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 152, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 258th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 153;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 153, issued to the Kansas and Neosho Valley Railroad Company.; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

135 And for a 259' and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 154;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby

it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 154, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 260' and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 155;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi annual interest due on the bond of the county of Johnson, No. 155, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

136 And for a 261st and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 156;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 156, issued to the

Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 262d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 157;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said county, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 157, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

137 And for a 263d and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 158;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 158, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property

of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from 1st day of January, 1873.

And for a 264th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 159;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 159, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

138 And for a 265th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 160;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 160, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 266th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 161;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 161, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

139 And for a 267th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 162;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 162, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

And for a 268th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 163;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 163, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

140 And for a 269th and further cause of action said plaintiffs allege:

That on the 22d day of June, A. D. 1868, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the 3d day of September, 1866, and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 164;" that attached thereto was, among others, a certain coupon, bearing date on the said 22d day of June, 1868, and at the place aforementioned, made by said County, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of January, 1873, being the semi-annual interest due on the bond of the County of Johnson, No. 164, issued to the Kansas and Neosho Valley Railroad Company; that before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

141 Wherefore the plaintiffs demand judgment against said defend-

ant for the sum of five thousand three hundred and eighty-three dollars, with interest on $3,115 from the 1st day of January, 1872, and with interest on $2,268 from the 1st day of January, 1873, together with the costs of this action.

PRATT & FERREY & C. W. BLAIR,
Attys. for Plffs.

UNITED STATES OF AMERICA.

No. 1.] STATE OF KANSAS. [1,000 dollars.

Stock-bond of Johnson County, Kansas.

Thirty years after date Johnson County promise' to pay to Kansas & Neosho Valley Railroad Company, (a corporation organized and created under a general law of the State of Kansas, by virtue of a certificate of incorporation filed & recorded in the office of the secretary of the State of Kansas, under date of March the 8th, 1865,) or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, from and after the first day of January, 1867.

Dated Olathe, Kansas, Sept. 3, 1866.

By order of the Board of Commissioners of the County of Johnson, State of Kansas.

[SEAL.] D. M. WILLIAMS,
Chairman Board County Commissioners Johnson County.

Attest:
F. E. HENDERSON,
County Clerk.

142 OLATHE, KANSAS, *Sept. 6th*, 1867.

Treasurer of Johnson County will pay to bearer thirty-five dollars, in the city of New York, being semi-annual interest due on the 1st day of January, 1872, on the bond of the County of Johnson, No. 1, to the Kansas & Neosho Valley Railroad Co., issued in pursuance of an order of the county commissioners of said county, dated Sept. 3, 1866.

D. M. WILLIAMS,
Chairman Johnson Co. Commissioners.

F. E. HENDERSON, *Clerk.*

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office, in accordance with an act of the legislature entitled an "Act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 16th day of April, 1872.

{ AUDITOR OF STATE } (Signed) A. THOMAN,
{ SEAL. } *Auditor of State.*

(Endorsed:) No. 660. U. S. circuit court, district of Kansas. Nathaniel Thayer, F. W. Palfrey, & George W. Weld vs. The Board of
143 County Commissioners of Johnson County. Petition. Pratt & Ferrey, & C. W. Blair, attys. for plffs. Filed April 28, 1873. A. S. Thomas, clerk.

Precipe.

Circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & GEORGE W. Weld, plaintiffs,
against
THE BOARD OF COUNTY COMMISSIONERS OF THE County of Johnson, defendant.

The clerk will please issue a summons in the above-entitled action, and make the same returnable on the 3rd day of May, 1873.

The plaintiffs claim against the defendant for the sum of $5,383⅓, with interest on $3,115⅓, from the 1st day of January, 1872, and with interest on $2,268⅓ from the first day of January, 1873.

Dated April 28th, 1873.

PRATT & FERREY, &
C. W. BLAIR,
Attys. for Plffs.

(Endorsed:) No. 660. U. S. circuit court district of Kansas. Nathaniel Thayer, F. W. Palfrey, & George W. Weld, plffs., vs. The Board of County Commissioners of the County of Johnson, defendant. Precipe. Pratt & Ferrey, & C. W. Blair, attys. for plffs. Filed April 28, 1873. A. S. Thomas, clerk.

Security for costs.

In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & GEORGE W. Weld, plffs.,
vs.
144 THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson, deft.

I enter myself security for costs in said case, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court; and in default of payment by the plaintiffs of any costs ordered or adjudged to be paid by them, I hereby agree and stipulate that execution may issue against my property for any costs taxed against them.

Dated April 28th, 1873.

CHAS. N. RIX.

(Endorsed:) No. 660. Nathaniel Thayer et al. vs. The Board of Co. Com'rs of the Co. of Johnson. Sec. for costs. Filed Ap'l 28, 1873. A. S. Thomas, clerk.

And on this day, to wit, April 28th, 1873, the clerk of said court issued a summons for defendant in said entitled action; which said summons, with the endorsements and marshal's return thereon, is in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss.

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County Commissioners of the County of Johnson that it has been sued by Nathaniel Thayer, F. W. Palfrey, and George W. Weld in the circuit court of the United States for the district of Kansas, and that unless it answers by the twenty-third day of May, A. D. 1873, the petition of the said
145 Nathaniel Thayer, F. W. Palfrey, and George W. Weld against it, filed in the clerk's office of the said court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this writ on the third day of May, A. D. 1873.

Witness the Hon. Salmon P. Chase, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 28th day of April, A. D. 1873.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) Suit brought for the recovery of money. Amount claimed, $5,383, with interest from the 1st day of January, A. D. 1872, at the rate of per cent. per annum, on $3,115, & with interest on $2,268 from the 1st day of January, 1873. Pratt & Ferrey & C. W. Blair, attorneys for plaintiffs.

No. 660. Circuit court of the United States, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Summons. Issued April 28, 1873. Returnable May 3, 1873. Pratt & Ferrey & C. W. Blair, attorneys for plaintiffs.

Marshal's return.

DISTRICT OF KANSAS, *ss:*

I hereby depute and appoint Mr. G. A. Colton a special deputy to execute the within writ of summons.

W. S. TOUGH,
U. S. Marshal, Dist. of Kansas.

Served by leaving a copy of the within summons with the county clerk of Johnson County, Kansas, on this the 29th day of April, 1873.

W. S. TOUGH,
U. S. Marshal.

146 By G. A. COLTON,
Special Deputy Marshal.

Marshal's fees: For service of writ, $2.00; travel, 95 miles, 5.70—$7.70
Filed May 6th, A. D. 1873. A. S. Thomas, clerk.

And on this day, to wit, June 2d, 1873, the defendant, by its attorneys, filed in the clerk's office of said court its answer in said entitled action; which said answer, with the endorsements thereon, is in words & figures following, to wit:

Answer.

In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
against
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendant.
} Answer.

1. Comes now the defendant, the Board of County Commissioners of the County of Johnson, and answers the petition of the plaintiffs and each and every count thereof, and for answer denies each and *and* every allegation of said petition and of each and every count thereof.

2. And the said defendant, for a further answer to the said petition and to each and every count thereof, saith:

That on the 10th day of October, 1865, the Board of County Commissioners of the County of Johnson aforesaid made, and caused to
147 be entered of record on the records of their proceedings, the following order, to wit:

"Ordered, That the order heretofore made by this board, to wit, on the 19th day of September, 1865, providing for the submission of the question of subscribing one hundred thousand dollars ($100,000) in bonds of said county to the Kansas and Neosho Valley Railroad Company be, and the same is hereby, rescinded.

"And whereas on the 10th day of February, 1865, an act of the legislature of the State of Kansas took effect, and became in full force, entitled 'An act to authorize counties and cities to issue bonds to railroad companies;' and whereas by said law the Board of County Commissioners are authorized to call a special election of the qualified electors of the county to determine whether the said Board of County Commissioners shall subscribe in the name of the county to any railroad corporation to construct a road to, into, or through the county: It is therefore ordered, That a special election of the qualified electors of Johnson County be held at the several voting precincts in said county on the 7th day of November, 1865; that the said election shall, in regard to the qualifications of electors, and the manner of receiving votes, and the manner of conducting said election, be according to the laws in force governing elections. The question submitted to the qualified electors at said election shall be, whether the Board of County Commissioners shall be authorized to subscribe capital stock in the name and for the benefit of Johnson County in the sum of one hundred
148 thousand dollars, to aid in the construction of a railroad, commencing at or near the Union depot on the south side of and near the mouth of the Kansas River, and near Kansas City; thence to Olathe, in Johnson County; thence in a southerly direction through said county, to the southern boundary of the State of Kansas.

"In case a majority of the electors of said county shall vote for subscription to the capital stock of said railroad, the Board of County Commissioners shall issue bonds of said county of Johnson in such amounts as they may deem best, provided that no part of said bonds shall be issued until work on said road shall be actually commenced in said county, and then only in pro rata assessments, as the work progresses, and provided further that the whole of said sum of one hundred thousand dollars shall be expended within the limits of the said county; which bonds shall bear interest at a rate not exceeding seven per cent.

per annum, and shall be payable within thirty years. The ballots of said election shall be written or printed, 'For subscription to railroad;' 'Against subscription to railroad.' If a majority of all the votes cast at said election be for subscription to railroad, then the Board of County Commissioners shall be authorized to subscribe stock to said railroad in the name and for the benefit of Johnson County, and to issue bonds in the manner heretofore stated.

"All books shall be kept at the several voting-precincts by the judges and clerks of said election, showing the whole number of votes polled for and against subscription to railroad. The votes shall be counted by the judges of said election, and the result proclaimed, the poll-
149 books signed by the judges and attested by the clerks, as nearly in accordance with section 18 and 23, page 495, statutes 1862, as may be practicable. After announcing the votes the judges shall seal up and return the poll-books to the county clerk on or before the Friday next following said election, and within three days after said election deposit one copy of said poll-books with the township trustee, and shall also preserve the ballots used in said election. (Section 25 & 26, page 497, Code 1862.)

"The county clerk and commissioners will meet in Olathe on Friday next following said election, to canvass said votes and declare the result and make a record thereof.

"Ordered that the foregoing order and notices be published in the Olathe Miner twenty days prior to said election."

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified voters of said county, voting at said election, voted "For subscription to railroad."

That no order, resolution, or other action of the Board of County Commissioners of said county was ever had or taken submitting to a vote of the qualified electors of said county, the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in, or
150 issuing the bonds of the county to the said railroad company by the said county, or by the commissioners thereof, and that no action of the Board of County Commissioners of said county was ever had or taken, ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county or by the commissioners of said county in its behalf.

That the Board of County Commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, to take stock on behalf of said county in, or issue the bonds of said county to said railroad company.

That at the time the order hereinbefore recited was made by the Board of County Commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eight's of a mile of the corporate limits of said city, as the said limits were established at the time the order hereinbefore recited was made, and the vote

hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad com-
151 pany was ever made by said county or by the Board of County Commissioners thereof on behalf of the said county after the railroad of said company had been located to, into, through, from, or near said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10th, 1865, hereinbefore recited, and of the vote taken in pursuance thereof, on November 7th, 1865, and by no other authority, did issue to the said railroad company pretended bonds purporting to be the bonds of Johnson County to the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said commissioners or any or all of them to issue said pretended bonds or coupons whatever to said railroad company.

And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10th, 1865, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said
152 railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them or either of them, to have been issued pursuant to or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statement of the authority, or pretense of authority, under which the said commissioners issued the same.

That the said pretended bonds, issued as hereinbefore set forth, are the several bonds set forth and described in the several counts of the petition herein, and not other or different, and that the several instruments declared on and described in the several counts respectively as coupons, are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

Wherefore defendant says that plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or of any part thereof.

153 3. And the said defendant for a further answer to the said petition, and to each and every count thereof, saith:

That on the 10th day of October, 1865, the Board of County Commissioners of the County of Johnson aforesaid, made and caused to be en-

tered of record, on the record of their proceedings, the order set forth at length in the second defense set up in this answer in terms as therein stated and set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county, was ever had or taken submitting to a vote of the qualified electors of said county the question whether said board or county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of the county to the said railroad company by the said county, or by the commissioners thereof, and that no action of the Board of County Commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county, or by the commis-
154 sioners of said county in its behalf.

That the Board of County Commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof to take stock in behalf of the said county in or issue the bonds of said county to said railroad company.

That at the time the order hereinbefore recited, in said second defense herein, was made by the Board of County Commissioners of said county, and at the time the election hereinbefore specified was held no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That the said railroad company never did locate or construct any railroad to or from the city of Olathe, or within five-eighths of a mile of the corporate limits of said city as the said limits were established at the time the order hereinbefore recited in said second defense herein was made, and the vote hereinbefore specified was taken, or as the said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by said county, or by the Board of County Commissioners thereof on behalf of the said county after the railroad of said company had been located to, into, through, from, or near said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then
155 constituted the Board of County Commissioners of said county, under color of said order of said board of October 10th, 1865, as hereinbefore recited in the second defense herein, and of the vote taken in pursuance thereof on November 7th, 1865, and by no other authority, did issue to the said railroad company, pretended bonds, purporting to be the bonds of Johnson County, to the aggregate amount of fifty thousand dollars payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons

whatever to said railroad company. And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10th, 1865, and by the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said railroad company, like pretended bonds of the same purport as the pretended bonds aforesaid, amounting, in the aggregate, to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them to issue said pretended bonds or coupons, or any of them, or to
156 issue any bonds or coupons whatever to said railroad company.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them, or either of them, to have been issued pursuant to or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statemnt of the authority or pretense of authority under which said commissioners issued the same.

That the said pretended bonds, issued as hereinbefore set forth, are the several bonds set forth and described in the several counts of the petition herein, and not other or different, and that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiffs herein received the said pretended bonds and said pretended coupons, and each and all of them with full notice of the order of the said board, made on October 10th, 1865, as set forth in the second defense in this answer, and of the terms of said order, and with full notice of each and all of the facts and matters of defense hereinbefore set forth as herein stated.

That the plaintiffs, at and before the time the several coupons declared on the several counts in said petition came to them and were received by them, had full and actual knowledge of the said order
157 of October 10th, 1865, and of the terms thereof, and of each and all of the facts and matters of defense hereinbefore in this answer set forth as herein stated.

That the plaintiffs herein are not holders for value of any of the said coupons, and that said pretended bonds and coupons were assigned to plaintiffs by the said railroad company without any valuable consideration whatever paid or given therefor.

Wherefore defendant says that plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or of any part thereof.

4. And the said defendant for a further answer to the said petition, and to each and every count thereof, saith:

That on the 10th day of October, 1865, the Board of County Commissioners of the County of Johnson aforesaid, made and caused to be entered of record, on the record of their proceedings the order set forth at length in the second defense set up in this answer in terms as therein stated and set forth.

That afterwards on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order; and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the Board of Coun-
158 ty Commissioners of said county was had or taken submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of said county to the said railroad company by said county, or by the commissioners thereof, and that no action of the Board of County Commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county, or by the commissioners of said county in its behalf.

That the Board of County Commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, to take stock in behalf of the said county in or issue the bonds of said county to said railroad company.

That, at the time the order hereinbefore recited in said second defense herein, of October 10, 1865, was made by the Board of County Commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

159 That said railroad company never did locate or construct any railroad to or from the city of Olathe in Johnson County, or within five-eighths of a mile of the corporate limits of said city, as the said limits were established at the time the order hereinbefore recited in said second defense herein was made and the vote hereinbefore specified was taken, or as the said limits existed or were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by the said county or by the Board of County Commissioners of said county on behalf thereof, and that no stock of said railroad company was ever issued to or received by said county, or by any officer of said county or other person for said county.

That, on or about the sixth or twenty-seventh days of September, 1867, D. M. Williams, H. C. Smith, and C. L. Diller, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10, 1865, as hereinbefore recited in the second defense herein, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue to the said railroad company pretended bonds purporting to be the bonds of Johnson County to the aggregate amount of fifty thousand dollars, payable to said railroad company or bearer thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said county commissioners,
160 or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company be-

ing issued to or received by the said county or by any person for said county therefor, and without any valid consideration therefor, and without any consideration whatever moving to the said county therefor; and that afterwards, on or about the 22nd day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10, 1865, and of the vote taken in pursuance thereof of November 7, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by the said county, or by any person for said county therefor, and without any valid consideration therefor, and without any consideration moving to the said county therefor whatsoever.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them or either
161 of them, to have been issued to or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to, or in payment of, or on account of any subscription to the capital stock of said railroad company, nor do said pretended bonds or coupons or any of them show upon their face, or from anything written or printed thereon, any statement of the authority or pretense of authority under which said commissioners issued the same.

That the said pretended bonds, issued as hereinbefore set forth, are the several bonds set forth and described in the several counts of the petition herein, and that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds issued as aforesaid, and none other.

Wherefore defendant says that plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid, respectively set forth, or any or either of them, or for the amount thereof, or of any part thereof.

5. And the said defendant for a further answer to the said petition, and to each and every count thereof, saith:

That on the 10th day of October, 1865, the Board of County Commissioners of the County of Johnson aforesaid, made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defense set up in this answer in terms as
162 therein stated and set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the Board of County Commissioners of said county was ever had or taken submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors

of said county ever taken on the question of taking stock in or issuing the bonds of said county to the said railroad company by the said county or by the commissioners thereof, and that no action of the Board of County Commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever, the result of such election or vote, or determin'g that any such election or vote had resulted in favor of any subscription to the stock of said company or in favor of issuing any bonds thereto by said county or by the commissioners of said county in its behalf.

That the Board of County Commissioners of said county were never authorized at any election held in said county or by any vote of the qualified electors thereof, to take stock in behalf of the said county in or issue the bonds of said county to said railroad company.

163 That at the time said order recited in said second defense herein, of October 10, 1865, was made by the Board of County Commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits of said city, as the said limits were established at the time the order hereinbefore recited in said second defense herein was made, and the vote hereinbefore specified was taken, or as the said limits existed or were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by the said county or by the Board of County Commissioners of said county on behalf thereof, and that no stock of said railroad company was ever issued to or received by said county or by any officer of said county or other person, for said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10, 1865, as hereinbefore recited in the second defense herein, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue to the said railroad company pretended bonds, purporting to be the bonds of

164 Johnson County, to the aggregate amount of fifty thousand dollars payable to said railroad company or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said county commissioners or any or all of them to issue said pretended bonds or coupons, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by the said county or by any person for said county therefor, and without any valid consideration therefor, and without any consideration therefor whatever moving to said county; and that afterwards, on or about the 22d of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, under color of said order of said board of October 10, 1865, and of the vote taken in pursuance thereof of November 7, 1865, and by no other authority, did issue and on about the 15th day of December, 1865, did deliver to said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggre-

gate to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners or any or all of them to issue said pretended bonds or coupons or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by the said county or by any person for
165 said county therefor, and without any valid consideration therefor, and without any consideration whatever moving to the said county therefor.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them or either of them, to have been issued to or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to or in payment of or on account of any subscription to the capital stock of said railroad company, nor do said pretended bonds or coupons or any of them show upon their face, or from anything written or printed thereon, any statement of the authority or pretense of authority under which said commissioners issued the same.

That the said pretended bonds, issued as hereinbefore set forth, are the several bonds set forth and described in the several counts of the petition herein, and that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid and none others.

That the plaintiffs herein received the said pretended bonds and the said pretended coupons, and each and all of them, with full notice of *of* the order of said board made on the 10th day of October, 1865, as set forth in the second defense in this answer, and of the terms of said order, and with full notice of each and all the facts and matters of defense hereinbefore set forth, as herein stated.

That the said plaintiffs at and before the time the several cou-
166 pons declared on in the several counts in said petition came to and were received by them, had full and actual knowledge of the said order of October 10, 1865, and of the terms thereof, and of each and all the facts and matters of defense hereinbefore in this answer set forth, as therein stated.

That the plaintiffs herein are not the lawful owners of the several coupons in the said several counts described, nor any of them, nor are they holders for value of *any of* the said coupons, or any of them, and that said pretended bonds and coupons were assigned to plaintiffs by the said railroad company without any valuable consideration or any consideration whatever paid or given therefor.

Wherefore defendant says that plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

6. And the said defendant, for a further answer to said petition and the several counts thereof, and to each and every of them, saith:

That on or about the 10th day of October, 1865, the Board of County Commissioners of the county of Johnson aforesaid, made and caused to be entered or record' on the record of their proceedings the orders set forth at length in the second defense in this answer in terms at therein stated and set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken, pursuant to said order,

167 and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That afterwards, to wit, on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, C. F. Diller, and W. C. Smith, who then constituted the Board of County Commissioners of said county, under color of said order and vote, and by no other authority, issued and delivered to said railroad company pretended bonds purporting to be the bonds of Johnson County, for the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, with interest, payable semi-annually, at the rate of seven per cent. per annum, with instruments purporting to be coupons for such interest attached, without any stock of said railroad company being issued to or received by said county, or by any person for said county therefor.

That afterwards, on or about the 19th day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, at a meeting of the said board, made an order and agreement with the said Kansas and Neosho Valley Railroad Company, and caused the same to be entered of record on the record of the proceedings of said board as an order and agreement of the said board and of said railroad company as follows, to wit:

"Proposition presented by Col. K. Coates asking that the $100,000 subscribed by Johnson County to the capital stock of the Kansas
168 City, Fort Scott and Gulf Railroad be sold by said railroad company upon the consideration of the completion of said railroad through Johnson County in eight months, and for a nominal sum in cash, and thereupon the following was had in these words, to wit:

"Know all men by these presents that we, the Board of County Commissioners of Johnson County, in the State of Kansas, in consideration that the Kansas and Neosho Valley Railroad Company shall construct and put in operation a railroad from a point near Kansas City, Missouri, by way of Olathe, to the southern boundary-line of said Johnson County in the direction of Paola, Kansas, within eight months from this date, and in consideration of one dollar to be paid by said railroad company, we hereby agree and bind ourselves, for and in behalf of said Johnson County, to assign and transfer to said railroad company the one hundred thousand dollars of stock heretofore voted and subscribed by said Johnson County to the capital stock of said railroad company; and we do further agree, in consideration of the premises, to cause to be issued without delay the fifty thousand dollars of bonds of the said county remaining unissued and unpaid on the one hundred thousand dollars of stock so as aforesaid voted and subscribed, and place said fifty thousand dollars of bonds in the hands of J. E. Hays to be delivered to said railroad company or their successors on their constructing and putting in operation said railroad from said point near Kansas City to
169 Olathe, provided said railroad shall be so constructed and put in operation to Olathe within five months from this date. And we do further agree, in consideration of the premises aforesaid, that in any election of the stockholders of said railroad company which may be held prior to the transfer of the one hundred thousand dollars of stock above provided for, and while said railroad company may be engaged in good faith in performing the conditions upon which such transfer of stock is to be made, we will cast the votes to which said county will be entitled as a stockholder in such manner and for such persons as said railroad company or their successors may request. It is hereby expressly understood that if said railroad company shall fail to comply with the con-

ditions above named, then this agreement shall be null and void, but if the said company, or their successors, shall fully comply with all such conditions, then this agreement shall be binding and in full force."

That by the person named as "Col. K. Coates" in the preamble to said order and agreement, was named and intended Kersey Coates, esq're, who then was president of the said Kansas and Neosho Valley Railroad Company, and that said railroad company was named and intended by the words Kansas City, Fort Scott and Gulf Railroad in said preamble, by which latter name said railroad company was commonly known and frequently named and spoken of.

That afterwards, to wit, on or about the 5th day of October, 1868, the Board of County Commissioners of said county made and passed
170 an order and resolution, and caused the same to be entered of record in the records of their proceedings as follows, to wit:

"Whereas by mutual agreement between the Commissioners of the County of Johnson and the Kansas and Neosho Valley Railroad Company, said railroad company have granted to them an extension of time from the 19th day of November to the fiftieenth day of December next within which to construct their said railroad to the town of Olathe, according to the provisions in all respects of a resolution, order, ordinance, or agreement formed and entered into on the 19th day of June, 1868, by the said county commissioners, entitling the said R. R. company to the bonds and stock voted and subscribed to said company: it is therefore resolved by the com'rs of Johnson County that in the event said R. R. co. shall so construct to the town of Olathe their said road on or before the fifteenth day of December in manner as provided in said resolution, ordinance, or agreement formed June 19th, 1868, the trustee or commissioner named therein shall and hereby is instructed and empowered to deliver and assign to said railroad company said stock and remaining bonds of said county, as heretofore authorized and instructed, the same in all respects as though the said road had been constructed to the said town of Olathe on or before the 19th day of November, 1868."

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, under color of the order for an
171 election made by said board on October 10th, 1865, as hereinbefore recited in the second defense in this answer, and of the election hereinbefore specified of November 7, 1865, and in pursuance of said order and agreement of June 19th, 1868, hereinbefore recited, and by no other authority, did execute pretended bonds, purporting to be the bonds of Johnson County, in the aggregate amount of fifty thousand dollars, payable to the said railroad company, or bearer, thirty years after the date thereof, with interest payable semi-annually at the rate of seven per cent. per annum, with instruments purporting to be coupons for such interest attached, and delivered the same to one J. E. Hayes, to be delivered to said railroad company when said railroad company should have complied with the terms of said order and agreement of June 19th, 1868.

That afterwards, on or about the 15th day of December, 1868, under color of said order and agreement of June 19, 1868, hereinbefore recited, and of said order and resolution of October 5th, 1868, hereinbefore recited, said pretended bonds and coupons were delivered to said railroad company, and said railroad company did receive the same without any stock of said railroad company being issued therefor or received therefor by said county, or by any person for said county, and without any

valid consideration therefor or any consideration therefor received by or moving to said county.

That from and after the said 19th day of June, 1868, the said
172 county has not had nor pretended to have, nor has it been allowed or admitted by said railroad company to have, any stock in said railroad company, or to have or exercise any rights in said railroad company, as stockholder or otherwise, or to be a member or stockholder of said company, or to have any rights, shares, interest, or estate therein as stockholder thereof, or in any manner whatsoever.

That the order and agreement of June 19, 1868, as hereinbefore set forth, and the order and resolution of October 5, 1868, as hereinbefore set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining from said county for said railroad company, and said company did so obtain, without any consideration therefor, all right and claim or pretense of right said county might then have, or claim to have or to be entitled to, to any stock in said railroad company or to be a member or stockholder thereof or therein, and all rights, shares, estate, or interest or claim or pretense thereof said county might have or claim to have or to be entitled to in said company as stockholder otherwise, and all consideration and pretense of consideration said county might have or claim to have or to have received or be entitled to receive for said pretended bonds and coupons issued, as aforesaid, on the sixth and twenty-seventh days of September, 1867, and issued or to be issued on the 22d day of June, 1868, and each and all of said pretended bonds and coupons; and for the purpose of annulling, cancelling, and forfeiting any stock said county might have or claim to have or be entitled to in said company, and any subscription
173 said county or said company might claim *to* had been or should be made to the capital stock of said company by said county or by any person in its behalf.

Wherefore defendant says all consideration or pretense of consideration for each and all of said pretended bonds and coupons has been cancelled and annulled, and has wholly failed; that said pretended bonds and coupons, and each and all of them, are wholly without consideration and are void.

That the instruments described and set forth as bonds of said county in said petition, and in each of the several counts thereof, are part of the pretended bonds issued as herein described and set forth, and not other or different, and that the several instruments declared on and described as coupons in each of the several counts of said petition are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiffs herein received the said pretended bonds, and the said pretended coupons, and each and all of them, with full notice of the order of the said board, made on the 10th day of October, 1865, as set forth in the second defense set up in this answer, and of the terms thereof, and of the order and agreement made as hereinbefore set forth, on the 19th day of July, 1868, and of the terms thereof, and of the order and resolution made as hereinbefore recited on the 5th day of October, 1868, and of the terms thereof, and of each and every of the facts and matters of defense hereinbefore set forth as herein stated.

174 That the said plaintiffs, at and before the time the several coupons declared on in the several counts in said petition come to and were received by them, had full and actual knowledge of the said order of October 10, 1865, and of the terms thereof, and of said order and agreement of July 19th, 1868, and of the terms thereof, and of the

said order and resolution of October, 5th, 1868, and of the terms thereof and of each and all the facts and matters of defense hereinbefore in this answer set forth as herein stated.

That the plaintiffs herein are not

are they the holders for value of said coupons or any of them, and that said pretended bonds and coupons were assigned by said railroad company to said plaintiffs without any valuable consideration or any consideration whatever paid or given therefor.

Wherefore defendant says plaintiff ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

7. And the said defendant, for a further answer to the said petition, and to the several counts thereof, being the counts of said petition from the fortieth (40) to the one hundred and fifty-third (153) of said counts inclusive, and from the one hundred and seventy-first (171) the two hundred and sixty-ninth (269) of said counts, inclusive, being all the counts of said petition in which instruments purporting to be bonds are described and instruments purporting to be coupons are de-
175 clared on and described and stated to have been issued on the 22d day of June, 1868, and to each of said several counts, saith:

That on or about the 10th day of October, 1865, the Board of County Commissioners of the County of Johnson, aforesaid, made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defence in this answer in terms therein stated and set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to a railroad."

That afterwards, on or about the 19th day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the Board of County Commissioners of said county, at a meeting of said board, made an order and agreement with the said Kansas and Neosho Valley Railroad Company, and caused the same to be entered of record on the record of the proceedings of said board as an order and agreement of said board and of said railroad company as set forth at length in the sixth and next preceding defense set up in this answer, and in the terms therein stated and set forth; and that the person named therein and the railroad named therein are the person and the railroad named and intended as set forth in the said sixth and next preceding defense in this answer.

That afterwards, to wit, on or about the 5th day of October,
176 1868, the Board of County Commissioners of said county made and passed an order and resolution and caused the same to be entered of record on the record of their proceedings as stated at length in the sixth and next preceding defense in this answer and in terms as therein stated and set forth.

That on or about the 22d day of June, 1868, the said Hollenback, Brady, and Fulcher, who then constituted the Board of County Commissioners of said county, under color of said order for an election made on October 10th, 1865, as hereinbefore recited in the second defense in this answer, and of the election hereinbefore specified, held on November 7th, 1865, and in pursuance of the said order and agreement of June 19th, 1868, and by no other authority, did execute pretended bonds pur-

porting to be the bonds of Johnson County in the aggregate amount of fifty thousand dollars, payable to the said railroad company or bearer, thirty years after the date thereof, with interest payable semi-annually at the rate of seven per cent. per annum, with instruments purporting to be coupons for such interest attached, and delivered the same to one J. E. Hayes, to be delivered to said railroad company when said railroad company should have complied with the terms of said order and agreement of June 19th, 1868.

That afterwards, on or about the 15th day of December, 1868, in pursuance of said order and agreement of June 19, 1868, and of said order and resolution of October 5, 1868, each as hereinbefore recited in the sixth and next preceding defense set forth in this answer, said pretended bonds and coupons were delivered to said railroad company, and
177 said company did receive the same without any stock of said railroad company being issued therefor or received therefor by said county, or by any person for said county, and without any valid consideration therefor or any consideration therefor received by or moving to said county.

That from and after the said 19th day of June, 1868, the said county has not had or pretended to have, nor has it been allowed or admitted by said railroad company to have, any stock in said railroad company, or to have or exercise any rights in said railroad company as stockholder or otherwise, or to be a member or stockholder of said company, or to have any rights, shares, interest, or estate therein as stockholders thereof, or in any manner whatever.

That the order and agreement of June 19, 1868, as hereinbefore recited and set forth in the sixth and next preceding defense in this answer, and the said order and resolution of October 5, 1868, as hereinbefore in like manner set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining from the said county for said railroad company, and said railroad company did so obtain, without any consideration therefor, all right and claim or pretense of right said county might then have or claim to have, or might thereafter be or claim to be entitled to any stock in said railroad company, and all rights, shares, estate, or interest or claim, or pretence thereof, said *said* county might then or thereafter have, or claim to have, or to be entitled
178 to, in said company as stockholder or otherwise, and for the purpose of annulling, cancelling, and forfeiting any stock said county might have, or claim to have, or to be entitled to, in said company, and any subscription said county or said company might claim had been or should be made to the capital stock of said company by said county, or by any person in its behalf.

And that the order and agreement of June 19, 1868, aforesaid, and said order and resolution of October 5, 1868, aforesaid, were obtained and procured to be made by said railroad company, and were made for the purpose of inducing and enabling, and did induce and enable, the said Hollenback, Brady, and Fulcher, commissioners as aforesaid, to issue the said pretended bonds and coupons issued as aforesaid on the 22d day of June, 1868, and delivered on the 15th day of December, 1868, without any consideration, or pretense of consideration whatever, moving to or received by the said county therefor.

Wherefore defendant says said pretended bonds and coupons issued as aforesaid were issued and delivered without any consideration therefor whatever.

That the said pretended bonds issued as aforesaid are the several bonds described and set forth in the several counts of the petition herein,

being the counts thereof from the fortieth (40) to the one hundred and fifty-third count of said petition, and from the one hundred and seventy-first to the two hundred and sixty-ninth count of said petition, all inclusive, being the several counts in this defense first above set forth, and not other or different, and that the several instruments de-
179 clared on and described in the said several counts aforesaid as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiffs herein received the said pretended bonds and coupons, and each and all of them, with full notice of the order of the said board of October 10, 1865, and hereinbefore set forth and recited in the second defense of this answer, and of the terms thereof, and of the order and agreement of July 19, 1868, as hereinbefore recited and set forth in the sixth and next preceding defense in this answer, and of the terms thereof, and of the order and resolution of October 5, 1868, as hereinbefore in like manner recited and set forth, and of the terms thereof, and of each and all of the facts and matter of defense hereinbefore set forth as herein stated.

That the said plaintiffs, at and before the time the several coupons declared on in the said several counts in said petition come to and were received by them had full and actual knowledge of the order of October 10, 1865, aforesaid, and of the terms thereof, and of the order and agreement aforesaid of July 19, 1868, and of the terms thereof, and of each and all the facts and matters of defence hereinbefore set forth as herein stated.

That the plaintiffs herein are not holders for value of said several coupons, or any of them, and that said pretended bonds and coupons were assigned to them by said railroad company without any valid consideration or any consideration paid or given therefor.

180 Wherefore defendant says plaintiffs ought not to have or maintain their action for said pretended coupons in the said several counts respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

And said defendant prays judgment that it may go hence discharged without day & recover its costs in this behalf expended.

COBB & COOK,
DEVENNY & GREEN,
Attys. for Defendant.

(Endorsed:) No. 660. Nathaniel Thayer, F. W. Palfrey, & George W. Weld, plffs., vs. The Board of County Commissioners of Johnson County, defendants. Answer. Filed June 2, 1873. A. S. Thomas, clerk.

And on this day, to wit, June 2, 1873, the parties hereto, by their attorneys, filed their agreement for leave to plead in said entitled action; which said agreement for leave to plead is in words and figures follo w ing, to wit:

Agreement for leave to plead.

In the circuit court of the United States, district of Kansas.

NATHANIEL THAYER, T. W. PALFREY, & George W. Weld
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Johnson County.

The defendant in this case appears by Messrs. Cobb & Cook, of Kan-

sas City, & Devenney & Green, of Olathe, attorneys for said defendant, and has leave to answer to plaintiffs' petition on or before the second day of June, 1873, by consent.

PRATT & FERREY & C. W. BLAIR,
181 *Plffs.' Attys.*
COBB & COOK & DEVENNEY & GREEN,
Deft.'s Attys.

(Endorsed:) No. 660. Nathaniel Thayer et al. vs. Board of Commissioners of Johnson County. Agreement for leave to plead. Filed June 2, 1873. A. S. Thomas, clerk.

And on this day, to wit, June 7th, 1876, the plaintiffs, by their attorneys, filed in the clerk's office of said court their demurrer to defendant's answer in said entitled action; which said demurrer is in words & figures following, to wit:

Demurrer.

In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & GEORGE W. Weld, plffs.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF THE County of Johnson, defts.

And now come the said plaintiffs and demur to the second, third, fourth, sixth, and seventh answers of the said defendants to the plaintiffs petition filed herein, and to each and every of them, on the ground that neither of said answers states facts sufficient to constitute a defense to the said petition.

C. W. BLAIR & PRATT & FERREY,
Attys. for Plffs.

(Endorsed:) No. 660. In U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Demurrer to 2, 3, 4, 6, & 7 answers of de-
182 fendant. C. W. Blair, Pratt & Ferrey, attys for plffs. Filed June 7, 1873. A. S. Thomas, clerk.

And on this day, to wit, Saturday, June 7, 1873, in the June term, A. D. 1873, of said court, in the record of the proceedings thereof in the above-entitled action is the following entry, to wit:

Journal-entry.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld
vs. 660.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson.

By agreement of parties it is ordered by the court that the hearing on the plaintiffs' demurrer to the second, third, fourth, sixth, and seventh grounds of defence set forth in the defendant's answer be submitted to the court to be argued orally, at chambers, at such time as may be

agreed upon by the attorneys for the respective parties; and it is further ordered that the time for the plaintiffs to reply to the fifth ground of defense in defendant's answer be extended until the decision on said demurrer.

And on this day, to wit, Saturday, December 6, 1873, in the November term, A. D. 1873, of said court, in the record of the proceedings thereof in said entitled action is the following entry, to wit:

Journal-entry.

NATHANIEL THAYER ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

Now come the parties herein, by their attorneys, and the
183 plaintiffs' demurrer to second, third, fourth sixth, and seventh pleas of defendants answer being argued & submitted, is by the court taken under advisement.

And on this day, to wit, December 8, 1873, the defendant, by its attorneys, filed in the clerk's office of said court its stipulation in said entitled action; which said stipulation is in words and figures following, to wit:

Stipulation.

U. S. circuit court, district of Kansas.

NATHANIEL THAYER ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Johnson County.

It is hereby stipulated on the part of the defendant in the above-entitled action that the plaintiffs therein may amend their petition by interlining in the first cause of action the following:

"A copy of which said bond, of one of the coupons thereto attached, and of a certificate of the auditor of the State of Kansas endorsed thereon, is herewith annexed and made a part of this cause or action."

And it is further stipulated that said copy of bond, coupon, and certificate, with the proper and necessary change of number, amount, and dates, shall be taken and considered as a part of each of the several causes of action in said petition.

COBB & COOK,
Attys. for Deft.

(Endorsed:) No. 660. Nathaniel Thayer vs. Bd. Co. Comrs. of Johnson Co. Stipulation. Filed Dec. 8, 1873. A. S. Thomas, clerk.

184 And on this day, to wit, June 5th, A. D. 1874, in the June term, A. D. 1874, of said court, in the record of the proceedings thereof in said entitled action is the following entry, to wit:

Journal-entry.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

Now comes the parties herein, by their attorneys, and thereupon come on for hearing plaintiffs' demurrer to defendants answer herein; and the court having heard the argument of counsel thereon, and having duly considered the same, and being well advised in the premises, now here sustain the same as to the 2d, 3rd, and 4th counts in said answer contained, and overrules the said demurrer as to the 6th and 7th counts in said answer.

Journal-entry.

THURSDAY, *June 11th, A. D.* 1874.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

and

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, } 960.

Now come the plaintiffs in the above-entitled causes, by Pratt
185, 186 & Ferrey & Blair, their attorneys; also comes the defendant in the above-entitled cause, by Cobb & Cook & Devenney & Green, its attorneys, and by agreement it is ordered by the court that the above-entitled causes be, and they are hereby, consolidated, and the causes to be tried upon the pleadings filed in the case first above-entitled, number 660, and said causes continued to the next term hereof.

187 In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendants. } 960.

Be it remembered that on this day, to wit, February 23, 1874, the plaintiffs, by their attorneys, filed in the clerk's office of said court their petition, precipe, and security for costs in said entitled action; which said petition, precipe, and security for costs are in the words and figures following, to wit:

Petition.

United States circuit court for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
against
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendants.
} Petition.

The plaintiffs above named complain of the above-named defendant, and allege that said plaintiffs are citizens of the State of Massachusetts, and that the County of Johnson, in the State of Kansas, now is, and was at the several dates of the transactions hereinafter mentioned and described, a body corporate and politic, duly created and existing under and by virtue of the laws of said State of Kansas, and as such
188 authorized to sue and subject to be sued under and by the name and style of The Board of County Commissioners of the County of Johnson.

189 And for a first cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 35;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 35, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county

and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 36;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 36, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

190 And for a third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 37;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 37, issued to the Kansas and Neosho Valley

Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 38;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the first day of July 1, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 38, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

191 And for fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum,

payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 39;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 39, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 40;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 40, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

192 And for a seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 41;" and afterwards, and on or about the 16th day of April, 1872, said bond was duly registered at the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer, thirty-five dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 41, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for an eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 42;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly

registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 42, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

193 And for a ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 43;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 43, issued to the Kansas and Neosha Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a tenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 44, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

194 And for an eleventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 45;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual in-

terest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 45, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twelfth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 46;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 46, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

195 And for a thirteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 47;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 47, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fourteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date there of, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 48;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of

July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 48, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

196 And for a fifteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for semi-annual interest falling due prior to January 1st, 1872, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on the bond of the county of Johnson, No. 49, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a sixteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the

Kansas and Neosho Valley Railroad Company, or bearer, 1867, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 50;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 50, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

197 And for a seventeenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 51;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 51, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the

numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for an eighteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 52;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 52, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

198 And for a nineteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank,

in the city of New York, from and after the first day of January 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond one was made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 53, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twentieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 51;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 54, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

199 And for a twenty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 55;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 55, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twenty-second and further cause of action said plaintiffs alleg :

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 56;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon

for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 56, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

200 And for a twenty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 57, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof

but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twenty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 58;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 58, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

261 And for a twenty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 59;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 59, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twenty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 60;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 60, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest from the 1st day of July, 1873.

202 And for a twenty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 61;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 61, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a twenty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 62;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county wi h the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the

county of Johnson, No. 62, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest from the 1st day of July, 1873.

203 And for a twenty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 63;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 63, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a thirtieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand

dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 64;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 64, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

204 And for a thirty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 65;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 65, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a thirty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 66;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 66, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

205 And for a thirty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to dis-

tinguish it from others of like character, was marked "No. 67;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 67, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a thirty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 68;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 68, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

206 And for a thirty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 69;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 69, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a thirty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 70;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the pro-

ceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June, 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 70, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

207 And for a thirty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 71;" and afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 71, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a thirty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 72;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 72, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

208 And for a thirty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 73;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to

bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 73, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fortieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 74;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 74, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

209 And for a forty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received,

it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 75;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 75, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a forty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that afterwards, and on or about the 16th day of April, 1873, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date on June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 76, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to

the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

210 And for a forty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 77;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1874, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 77, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a forty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New

York, from and after the first day of January, 1867, according to divers coupons thereto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 78;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi annual interest due on said bond of the county of Johnson, No. 78, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A" and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

211 And for a forty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 79;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 79, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a forty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 80;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first of day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 80, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

212 And for a forty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 81;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same

was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 81, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a forty-eighth and further cause of action said plaintiffs allege: That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 82;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 82, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

213 And for a forty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 83;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 83, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fiftieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 84;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of

July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 84, issued to the Kansas and Neosho Valley Railroad Company; a copy of which bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

214 And for a fifty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 85;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 85, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fifty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value

received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 86;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1876, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 86, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

215 And for a fifty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 87;" that afterwards, and on or about the 16th day of April, 1872, said pond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 87, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and

amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fifty-fourth and further cause of action said plaintiffs allege: That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 88;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 88, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

216 And for a fifty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons

thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 89;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 89, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of July, 1873.

And for a fifty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 98;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas: that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 98, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

217 And for a fifty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 99;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 99, issued to the Kansas and Neosho Valley Railroad Company, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a fifty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 100;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a

tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 100, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

218 And for a fifty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 101;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 101, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part there of, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a sixtieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 102;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the County of Johnson, No. 102, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

219 And for a sixty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 103;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July,

1873, being the semi-annual interest due on said bond of the county of Johnson, No. 103, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annnexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a sixty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 104;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 104, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

220 And for a sixty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it

promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 105, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a sixty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 106;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 106, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the num-

bers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

221 And for a sixty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 107;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 107, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a sixty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from

and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 108;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 108, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

222 And for a sixty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 109;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 109, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a sixty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 110;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that pupose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 110, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

223 And for a sixty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 111;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as

each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by, said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 111, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a seventieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No 112;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 112, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

224 And for a seventy-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 113;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date 22d June, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 113, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a seventy-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 114;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to

bearer seven dollars, at the city of New York, on the first day of January, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 114, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

225 And for a seventy-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 115;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 115, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of July, 1873.

And for a seventy-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond,

dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 123;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 123, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1873.

226 And for a seventy-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 123;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date on June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 123, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate

of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{5}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a seventy-sixth and further cause of action said plaintiffs a :

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 125;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 125, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

227 And for a seventy-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable

semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 126;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 126, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a seventy-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 127;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 127, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the sam was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

228 And for a seventy-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distingush it from others of like character, was marked "No. 128;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 128, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for an eightieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hunded dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 129;" that after-

wards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 129, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

229 And for an eighty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 130;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868 whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 130, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for an eighty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 131;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 131, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

230 And for an eighty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 132;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the

same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 132, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for an eighty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 133;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 133, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

231 And for an eighty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Campany, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 134;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 134, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for an eighty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 135;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 135, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

232 And for an eight-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 136;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 136, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for an eighty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 137;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January, 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 137, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereto annexed, marked "Exhibit A," and made part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

233 And for an eighty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 138;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the

county of Johnson, No. 138, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but it is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a ninetieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 139;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 139, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

234 And for a ninety-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one

hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 140;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22d, 1866, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 140, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a ninety-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 141;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 141, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A,' and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

235 And for a ninety-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 142;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 142, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a ninety-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to dis-

tinguish it from others of like character, was marked "No. 143;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 143, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

236 And for a ninety-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 144;" that afterwards, on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 144, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a ninety-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 145;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 145, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

237 And for a ninety-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 146;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873,

matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 146, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms become due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a ninety-eight' and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 147;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 147, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

238 And for a ninety-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 148;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 148, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due any payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundredth and further cause of action, said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place, aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 149;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 149, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms become due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

239 And for a hundred & first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the City of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 150;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual intererst due on said bond of the county of Johnson, No. 150, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three and $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred & second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said

county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 151;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 151, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

240 And for a hundred third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 152;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 152, issued to the Kansas and Neosho Valley Railroad

Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 153;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 153, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

241 And for a hundred fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum

of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 154;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 154, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto atttached; which said bond, in order to distinguish it from others of like character, was marked "No. 155;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 155, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

242 And for a hundred seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons attached; which said bond, in order to distinguish it from others of like character, was marked "No. 156;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax evied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 156, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it

from others of like character, was marked "No. 157;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 157, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

243 And for a hundred ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 158;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 158, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred tenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 159;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 159, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

244 And for a hundred eleventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 160;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the

same was paid by the officers ot the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 160, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred twelfth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 161;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered of the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 161, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nór any part

thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

245 And for a hundred thirteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 162;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 162, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

And for a hundred fourteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 163;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the 1st day of July, 1873, being the semi-annual interest due on said bond of the county of Johnson, No. 163, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of July, 1873.

246 And for a hundred fifteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 35;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi annual interest due on said bond of the county of Johnson, No. 35, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 36;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 136, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

247 And for a hundred seventeenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 37;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 37, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred eighteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 38;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 38, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

248 And for a hundred nineteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said

county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 39;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 39, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred twentieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 40;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 40, issued to the Kansas and Neosho Val

ley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

249 And for a hundred twenty first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 41;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 41, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred twenty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thou-

sand dollars, with interest at the rate of seven per cent. per annum payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked No. 42; that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 42, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

250 And for a hundred twenty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 43;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the County of Johnson, No. 43, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred twenty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 44, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

251 And for a hundred twenty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it

from others of like character, was marked "No. 45;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 45, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred twenty-sixth and further cause of action said plaintiffs allege:

That on the 3d day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 46;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 46, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

252 And for a hundred twenty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 47;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 47, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred twenty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 48;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured,

the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1897, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 48, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

253 And for a hundred twenty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 49;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 49, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part there-

of, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirtieth and further cause of action, said plaintiffs allege:

That on the 3d day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 50;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date September 27, 1867, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 50, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

254 And for a hundred thirty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 51;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 51, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty-second and further cause of action said plaintiffs allege:

That on the 3d day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 52;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 52, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

255 And for a hundred thirty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D., 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53," that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 53, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 54;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 51, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty-second and further cause of action said plaintiffs allege:

That on the 3d day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 52;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 52, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

255 And for a hundred thirty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D., 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53," that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 53, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 54;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the

county of Johnson, No. 54, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

256 And for a hundred thirty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 55;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 55, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the

Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 56;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 56, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

257 And for a hundred thirty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby for value received it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 57;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 57, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to

the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred thirty eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby for value received it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 58;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 58, issued to the Kansas and Neosho Valley Railroad Company, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

258 And for a hundred thirty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby for value received it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city

of New York, from and after the first day of January, 1867, according to divers coupons thereto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 59;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 59, issued to the Kansas and Neosho Valley Railroad Company, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fortieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby for value received it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 60;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said County from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 60, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who

ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

259 And for a hundred forty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby for value received it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the City of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 61;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 61, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred forty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 62;" that after-

wards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the County of Johnson, No. 62, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

260 And for a hundred forty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 63;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 63, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred forty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 64;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 64, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

261 And for a hundred forty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 65;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January

1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 65, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred forty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 66;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 66, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

262 And for a hundred forty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 67;" and afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 67, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred forty-eighth and further cause of action said plaintiffs allege:

That on the 3d day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 68;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 68, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

263 And for a hundred forty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of Septemer, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 69;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 69, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fiftieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 70;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 70, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

264 And for a hundred fifty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 71;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the

county of Johnson, No. 71, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fifty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 72;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the 1st day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 72, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

265 And for a hundred fifty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereo, to

the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 73;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 73, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payble, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fifty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 74;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1872, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 74, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to

the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

266 And for a hundred fifty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 75;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 75, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fifty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city

of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 76;" that afterward, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 76, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

267 And for a hundred fifty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 77;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 77, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred fifty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 78;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 78, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

268 And for a hundred fifty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 79;" that after-

wards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 79, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixtieth and further cause of action, said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 80;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 80, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

269 And for a hundred sixty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 81;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 82;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each

coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 82, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

270 And for a hundred sixty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 83;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. , issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part

thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised o pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 84;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 84, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

271 And for a hundred sixty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 85;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 85, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from othersof like character, was marked "No. 86;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 86, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

272 And for a hundred sixty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 87;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 87, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred sixty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 88;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the

county of Johnson, No. 88, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

273 And for a hundred sixty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 89;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer thirty-five dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 89, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest from the 1st day of January, 1874.

And for a hundred seventieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and

Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 98;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 98, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereby annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

274 And for a hundred seventy-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 99;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 99, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the

numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred seventy-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 100;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 100, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

275 And for a hundred seventy-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New

York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 101;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 101, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred seventy-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 102;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 102, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked Exhibit "A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

276 And for a hundred seventy-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 103;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi annual interest due on said bond of the county of Johnson, No. 103, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred seventy-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 104;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each

coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 104, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

277 And for a hundred seventy-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 105;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 105, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred seventy-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 106;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 106, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

278 And for a hundred seventy-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 107;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax evied and collected each year by said county from its tax-payers for hat purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 107, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred eightieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the 1st day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 108;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the County of Johnson, No. 108, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

279 And for a hundred eighty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 109;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the County of Johnson, No. 109, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to the plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred eighty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 110;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874 being the semi-annual interest due on said bond of the

County of Johnson, No. 110, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

280 And for a hundred eighty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 111;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 111, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred eighty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the

Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually, at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 112;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 112, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupons by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

281 And for a hundred and eighty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 113;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the County of Johnson, No. 113, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to

the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred eighty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of Septemper, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 114;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 114, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the first day of January, 1874.

282 And for a hundred eighty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York,

from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 115;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among other coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer seven dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 115, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of seven dollars, with interest from the 1st day of January, 1874.

And for a hundred eighty-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of two hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 123;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 123, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it

came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

283 And for a hundred eighty-ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 125;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 125, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a hundred ninetieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New

York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 126;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 126, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

284 And for a hundred ninety-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 127;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 127, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a hundred ninety-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 128;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 128, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

285 And for a hundred ninety-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 129;" that afterwards,

and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi annual interest due on said bond of the county of Johnson, No. 129, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a hundred ninety-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 130;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 130, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendan thas not paid thesaid coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

286 And for a hundred ninety-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 131;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 131, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

The said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a hundred ninety-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1876, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 132;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county, with the proceeds

of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 132, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

287 And for a hundred ninety-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 133;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 133, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a hundred ninety-eighth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 134;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 134, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

288 And for a hundred ninety ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 135;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay

to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 135, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundredth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 136;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 136, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

289 And for a two hundred first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain

bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 137;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 137, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 138;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 138, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate

of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

290 And for a two hundred third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 139;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 139, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per

annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 140;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 140, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

291 And for a two hundred fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 141;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 141, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 142;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 142, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

292 And for a two hundred seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 143;" that afterwards, and on or about the

16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city o fNew York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 143, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred eighth and further cause of action, said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 144;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 144, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

293 And for a two hundred ninth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 145;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 145, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred tenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 146;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January

1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 146, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

294 And for a two hundred eleventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 147;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 147, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof,

but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred twelfth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 148;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 148, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

295 And for a two hundred thirteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 149;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 149, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred fourteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 150;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 150, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

296 And for a two hundred fifteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 151;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as ea h coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 151, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred sixteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 152;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of

the county of Johnson, No. 152, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

297 And for a two hundred seventeenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 153;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 153, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful holders and owners thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred eighteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the

Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 154;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 154, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874

298 And for a two hundred nineteenth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 155;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 155, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the

numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred twentieth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 156;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 156, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

299 And for a two hundred twenty-first and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New

York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 157;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 157, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred twenty-second and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 158;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi annual interest due on said bond of the county of Johnson, No. 158, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

300 And for a two hundred twenty-third and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 159;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its taxpayers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 159, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred twenty-fourth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 160;" that afterwards,

and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County bearing date June 26, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 160, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

301 And for a two hundred twenty-fifth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 161;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 161, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

And for a two hundred twenty-sixth and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 162;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 162, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

302 And for a two hundred twenty-seventh and further cause of action said plaintiffs allege:

That on the 3rd day of September, A. D. 1866, at Olathe, in said county and State, said County of Johnson made and issued its certain bond, dated on the day and at the place aforesaid, whereby, for value received, it promised to pay, thirty years after the date thereof, to the Kansas and Neosho Valley Railroad Company, or bearer, the sum of one hundred dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 163;" that afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st,

1873, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said County, bearing date June 22d, 1868, whereby it promised to pay to bearer three & $\frac{50}{100}$ dollars, at the city of New York, on the first day of January, 1874, being the semi-annual interest due on said bond of the county of Johnson, No. 163, issued to the Kansas and Neosho Valley Railroad Company; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of state, except as to the numbers and amounts, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein and in said bond mentioned, and payment demanded, which was refused.

That said defendant has not paid the said coupon nor any part thereof, but is indebted to these plaintiffs therefor in the sum of three & $\frac{50}{100}$ dollars, with interest from the 1st day of January, 1874.

303 Wherefore, plaintiffs demand judgment against said defendant for four thousand three hundred eighty-five & $\frac{50}{100}$ dollars, with interest on $3.50 from January 1st, 1873, and $2,191.00 from July 1, 1873, and on $2,191 from January 1st, 1874, besides the costs of this action.

C. W. BLAIR & PRATT & FERREY,
Attys. for Plffs.

EXHIBIT A.

UNITED STATES OF AMERICA,
State of Kansas:

Stock-bond of Johnson County, Kansas.

No. Dollars.

Thirty years after date Johnson County promise' to pay to Kansas and Neosho Valley Railroad Company, (a corporation organized and created under a general law of the State of Kansas, by virtue of a certificate of incorporation filed and recorded in the office of the secretary of the State of Kansas, under date of March the 8th, 1865,) or bearer, the sum of dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank, in the city of New York, from and after the first day of January, 1867.

By order of the board of county commissioners of the county of Johnson, State of Kansas.

Olathe, Kansas, September 3rd, 1866.

B. F. HOLLENBACK,
Chairman Board County Commissioners, Johnson County.

Attest:
[SEAL.] F. E. HENDERSON, *Clerk.*

304 *Coupon.*

OLATHE, KANSAS, *June 22nd*, 1868.

Treasurer of Johnson County will pay to bearer dollars in the

city of New York, being semi-annual interest due on the first day , 187 , on the bond of the county of Johnson, No. , to the Kansas and Neosho Valley Railroad Company, issued in pursuance of an order of the county commissioners of said county dated September 3rd, 1866.

B. F. HOLLENBACK,
Chairman Johnson County Commissioners.

F. E. HENDERSON,
County Clerk.

(Endorsed:)

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds and the repealing of all laws in conflict therewith," approved March 2d, 1872.

Witness my hand and official seal this 16th day of April, 1872.

[L. S.] A. THOMAN,
Auditor of State.

(Endorsed:) No. 960. U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners
305 of the County of Johnson. Petition. C. W. Blair & Pratt & Ferrey, attys. for plffs. Filed Feb. 23, 1874. A. S. Thomas, clerk.

Precipe.

U. S. circuit court, district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & George W. Weld, plffs.,
vs.
THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson, deft. } Precipe.

The clerk of said court will please issue a summons to the defendant above named, directed to the U. S. marshal of said district to serve. Let this summons be made returnable March 10, 1874.

The plaintiffs claims judgment for $4,385.50, with interest on $3.50 from January 1, 1873, on $2,191 from July 1, 1873, and $2,191 from January 1, 1874, besides the costs of this action.

C. W. BLAIR & PRATT & FERREY,
Attys. for Plffs.

(Endorsed:) No. 960. U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Precipe. Filed Feb. 22, 1874. A. S. Thomas, clerk.

Security for costs.

Circuit court of the United States, district of Kansas.

NATHANIEL THAYER, F. M. PALFREY, & George W. Weld, plffs.,
vs.
THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson, deft.

I enter myself as security for costs in said case, and promise to
306 pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court, and in default of payment by the plaintiffs of any costs ordered or adjudged to be paid by them, I hereby agree and stipulate that execution may issue against my property for any costs taxed against them.

Dated this day of February, 1874.

A. S. JOHNSON.

(Endorsed:) No. 960. U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Security for costs. Filed Feb. 23, 1874. A. S. Thomas, clerk.

And on this day, to wit, Feb. 24, 1874, the clerk of said court issued a writ of summons for the defendant in said entitled action, which said summons, with the endorsements and marshal's return thereon, is in words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss:

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the Board of County Commissioners of the County of Johnson and State of Kansas that it has been sued by Nathaniel Thayer, F. W. Palfrey, and George W. Weld, in the circuit court of the United States for the district of Kansas, and that unless it answers by the 26th day of March, A. D. 1874, the petition of the said Nathaniel Thayer, S. W. Palfrey, and George W. Weld against it, filed in the clerk's office of the said court, such petition will be taken as true, and judgment rendered accordingly. You will make due
307 return of this writ on the 6th day of March, A. D. 1874.

Witness the Hon. Nathan Clifford, presiding justice of the Supreme Court of the United States of America, at Topeka, in said district, this 24th day of Feb'y, A. D. 1874.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) Suit brought for the recovery of money. Amount claimed, $4,385.50, with interest from the 1st day of January, A. D. 1873, at the rate of per cent. per annum on $3.50; from July 1, 1873, on $2,191; from Jan'y 1, 1874, on $2,191; besides the costs of this action. C. W. Blair & Pratt & Ferrey, attorneys for plaintiff.

No. 960. Circuit court of the United States, district of Kansas. Nathl. Thayer et al. vs Bd. of Co. Comm'rs of Johnson County, Kansas. Summons issued Febr'y 24th, 1874. Returnable March 6, 1874. C. W. Blair & Pratt & Ferrey, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Received the within writ Feb'y 24, 1874, and executed the same at Johnson Co., State and district of Kansas, this 5th day of March, 1874, by leaving a true and certified copy of this writ with Joseph Martin, clerk of the , a true and certified copy with James E. Bernard, chairman of *of* the board of county com'is'ioners of Johnson County, and State of Kansas, with all the endorsements thereon.

W. S. TOUGH,
U. S. Marshal,
By A. W. LONG, *Dept.*

308 For service, $4.00; travel, 108 miles, @ 6c., 6.48—$10.48.

Filed Mch. 7, A. D. 1874. A. S. Thomas, clerk.

And on this day, to wit, May 9th, 1874, the plaintiffs filed in the clerk's office of said court a stipulation extending time to defendants to answer; which said stipulation is in words & figures following, to wit:

Stipulation.

In the circuit court of the United States.

N. THAYER ET AL.
vs.
BOARD OF CO. COM'RS OF JOHNSON COUNTY, KAS.

It is hereby stipulated that defendant may have leave to file answer in this cause on or before May 11th, 1874.

C. W. BLAIR &
PRATT & FERREY,
Attys. for Plffs.

(Endorsed:) No. 960. Nathaniel Thayer et al. vs. Board of County Com'rs of Johnson County. Stipulation. Filed May 9, 1874. A. S. Thomas, clerk.

And on this day, to wit, May 9th, 1874, the defendant, by its attorneys, filed in the clerk's office of said court its answer in said entitled action; which said answer is in the words and figures following, to wit:

Answer.

In the circuit court of the United States for the district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
vs.
309 THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson, defendant.
} Answer.

1. Comes now the defendant, the Board of County Commissioners of

the County of Johnson, and answers the petition of the plaintiffs and each and every count thereof, and for answer denies each and every allegation of said petition and of each and every count thereof.

2. And the said defendant, for a further answer to the said petition, and to each and every count thereof, saith:

That on the 10th day of October, 1865, the board of county commissioners of the county of Johnson aforesaid made and caused to be entered of record on the records of their proceedings the following order, to wit:

"Ordered that the order heretofore made by this board, to wit, on the 19th day of September, 1865, providing for the submission of the question of subscribing one hundred thousand dollars ($100,000) in bonds of said county to the Kansas and Neosho Valley Railroad Company, be, and the same is hereby, rescinded.

"And whereas on the 10th day of February, 1865, an act of the legislature of the State of Kansas took effect and became in full force, entitled 'An act to authorize counties and cities to issue bonds to railroad companies,' and whereas by said law the board of county commissioners are authorized to call a special election of the qualified electors of the county to determine whether the said board of county commis-
310 sioners shall subscribe in the name of the county to any railroad corporation to construct a road to, into, or through the county: It is therefore ordered that a special election of the qualified electors of Johnson County be held at the several voting-precincts in said county on the 7th day of November, 1865; that the said election shall in regard to the qualification of electors and the manner of receiving votes and the manner of conducting said election be according to the laws in force governing elections. The question submitted to the qualified electors at said election shall be whether the board of county commissioners shall be authorized to subscribe capital stock in the name and for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad commencing at or near the union depot on the south side of and near the mouth of the Kansas River and near Kansas City; thence to Olathe, in Johnson County; thence in a southerly direction through said county to the southern boundary of the State of Kansas.

"In case of a majority of the electors of said county shall vote for subscription to the capital stock of said railroad, the board of county commissioners shall issue the bonds of said county of Johnson in such amounts as they may deem best; provided that no part of said bonds shall be issued until work on said road shall be actually commenced in said county, and then only on pro-rata assessments as the work progresses; and provided further that the whole of said sum of one hundred thousand dollars shall be expended within the limits of the said
311 county; which bonds shall bear interest at a rate not exceeding seven per cent. per annum and shall be payable within thirty years. The ballots of said election shall be written or printed, 'For subscription to railroad,' 'Against subscription to railroad.' If a majority of all the votes cast at said elections be for subscription to railroad, then the board of county commissioners shall be authorized to subscribe stock to said railroad in the name and for the benefit of Johnson County, and to issue bonds in the manner heretofore stated.

"All books shall be kept at the several voting-precincts by the judges and clerks of said election, showing the whole number of votes polled for and against subscription to railroad; the votes shall be counted by the judges of said election, and the result proclaimed; the poll-books

signed by the judges and attested by the clerks as nearly in accordance with section 18 & 23, page 495, Statute' 1862, as may be practicable. After announcing the votes the judges shall seal up and return the poll-books to the county clerk on or before the Friday next following said election, & within three days after said election deposit one copy of said poll-books with the township trustee, and shall also preserve the ballots used in said election. (Section 25 & 26, page 497, Code 1862.)

"The county clerk & commissioners will meet in Olathe on Friday next following said election to canvass said votes, and declare the result, and make a record thereof.

"Ordered that the foregoing order and notices be published in
312 the Olathe Mirror twenty days prior to said election.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the said electors voting at said election voted "For subscription to railroads."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken, submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas & Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of the said county to the said railroad company by the said county or the commissioners thereof, and that no action of the board of county commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had been had, or that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county, or by the said commissioners of said county on the behalf of said county. That the board of county commissioners of said county were never authorized at any election held in said county, or by any votes of the qualified electors thereof, to take stock on behalf of said county
313 in or to issue the bonds of said county to said railroad company.

That at the time the order hereinbefore recited was made by the board of county commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits of said city, as the said limits were established at the time when the order hereinbefore recited was made, and when the vote hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by said county, or by the board of county commissioners thereof on behalf of said county, after the railroad of said company had been located to, into, through, from, or near said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the board of county commissioners of the said county, under color of said order of said board of October 10th, 1865, hereinbefore recited, and of the vote taken in pursuance thereof of November 7th, 1865, and by no

other authority, did issue to the said railroad company pretended
314 bonds, purporting to be the bonds of Johnson County, to the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said commissioners, or any one or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company.

And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company.

That none of said pretended bonds or coupons purport or appear upon their face or from anything written or printed on them, or either of them, to have been issued pursuant to or under the authority of any vote of
315 the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statement of the authority or pretense of authority under which the said commissioners issued the same.

That the said pretended bonds issued as hereinbefore set forth are the several bonds set forth and described in the several counts of the petition herein, and not other or different, and the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid issued as aforesaid, and none others.

That no interest was ever paid on said pretended bonds by said county, or by any of its officers, servants, or agents, nor were said pretended bonds registered in the office of the auditor of the State of Kansas, as stated in the petition herein, before said bonds had come to the hands and possession of the plaintiffs.

Wherefore defendant says plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

3. And the said defendant, for a further answer to the said petition and to each and every count thereof, saith:

That on the 10th day of October, 1865, the board of county
316 commissioners of the county of Johnson aforesaid made and caused to be entered of record on their proceedings the order set forth at length in the second defense set up in this answer in terms as therein stated & set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of said qualified electors who voted at said election voted: "For subscription to railroad." That no order, resolution, or other action

of the board of county commissioners of said county was ever had or taken submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company. That no election was ever called or had in said county nor any vote of the qualified electors of said county ever taken on the question of taking stock in, or issuing the bonds of the county to, the said railroad company by the said county or by the commissioners thereof, and that no action of the board of county commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determin'g that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by the said county, or by the commissioners of said county in its behalf.

That the board of county commissioners of said county were never authorized at any election held in said county or by any vote of the qualified electors thereof to take stock in behalf of said county
317 in, or issue the bonds of said county to, said railroad company.

That at the time the order hereinbefore recited in said second defense herein was made by the board of county commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eight's of a mile of the corporate limits of said city as the said limits were established at the time when the order hereinbefore recited in said second defense was made, and the vote hereinbefore specified was taken, or as the said limits existed and were established when the railroad of said county was built.

That no subscription to the capital stock of said railroad company was ever made by the said county, or by the said board of county commissioners thereof on behalf of the said county, after the railroad of the said company had been located to, into, through, from, or near said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, & L. C. Diller, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, as hereinbefore recited in the second defense herein, and of the vote taken in pursuance
318 thereof on November 7th, 1865, and by no other authority, did issue to the said railroad company pretended bonds purporting to be bonds of Johnson County, to the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for such interest attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds and coupons, or any of them, or to issue any bonds or coupons whatever to sail railroad company.

And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to

said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company.

That none of the said pretended bonds or coupons purport or
319 appear upon their face, or from anything written or printed on them, or either of them, to have been issued pursuant to or under the authority of *of* any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas; nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statement of the authority, or pretense of authority, under which said commissioners issued the same; that the said pretended bonds issued as hereinbefore set forth are the several bonds set forth and described in the several counts of the petition herein, and not other or different; and that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiffs herein received said pretended bonds and coupons before any interest was ever collected or paid by the said county, or by any one for the said county, thereon, and before the same, or any of them, were registered in the office of the auditor of the State of Kansas, as stated in the petition herein; and that said plaintiffs received said pretended bonds and coupons, and all of them, with full notice of the order of the said board made on October 10th, 1865, and of the terms of said order, and with full notice of each and all of the facts and matters of defence hereinbefore set forth, as herein stated.

That the plaintiffs, at and before the time the several coupons
320 declared on in the several counts in said petition came to them, and were received by them, had full and actual knowledge of the said order of October 10th, 1865, and of the terms thereof, and of each and all the facts and matters of defense hereinbefore in this answer set forth, as therein stated.

That the plaintiffs are not holders for value of any of said coupons, and that said pretended bonds and coupons were assigned to plaintiffs by said railroad company without any valuable consideration, or any consideration whatever, paid or given therefor. Wherefore defendant says the plaintiffs ought not to have or maintain their action for the said pretended coupons in the said several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

4. And the said defendant, for a further answer to the said petition, and to each and every count thereof, saith:

That on the 10th day of October, 1865, the board of county commissioners of the county of Johnson made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defence set up in this answer in terms as therein stated and set forth. That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken, pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

321 That no order, resolution, or other action of the board of county

commissioners was ever had or taken submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of the county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of said county to the said railroad company by said county, or by the commissioners thereof; and that no action of the board of county commissioners of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any such subscription to the stock of said company, or in favor of issuing any bonds thereto by said county, or by the commissioners of said county in its behalf.

The board of county commissioners of said county were never authorized at any election held in said county or by any vote of the qualified electors of said county to take stock in behalf of the said county in, or issue the bonds of said county to, said railroad company.

That at the time the order hereinbefore recited in the said second defence herein of October 10th, 1865, was made by the board of county commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas & Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

322 That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits of said city as the said limits were established at the time the order hereinbefore recited in said second defense herein was made, and the vote hereinbefore specified was taken, or as the said limits existed or were established when the railroad of said company was built.

That no subscription to the capital stock of the said railroad company was ever made by the said county or by the board of county commissioners of said county on behalf thereof, and that no stock of said railroad company was ever issued to or received by said county or by any officer of said county or other person in behalf of the said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, as hereinbefore recited in the second defence herein, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue to the said railroad company pretended bonds purporting to be the bonds of Johnson County to the aggregate amount of fifty thousand dollars, payable to the said railroad company or bearer thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable

323 semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said county commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by the said county, or by any person for said county therefor, and without any valid consideration therefor, and without any consideration moving to the county therefor.

And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the

board of county commissioners of said county, under color of said order of said board of October 10th, 1865, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver, to said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to the sum of fifty thousand dollars, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of the said company being issued to or received
324 by the said county or by any person for the said county therefor, and without any valid consideration therefor, and without any consideration moving to the county therefor whatsoever.

That none of the said pretended bonds or coupons purport, or appear upon their face or from anything written or printed thereon or on either of them, to have been issued by or under the authority of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to or in payment of or on account of any subscription to the capital stock of said railroad company, nor do said pretended bonds or coupons or any of them show upon their face or from anything written or printed thereon any statement of the authority or pretence of authority under which the said commissioners issued the same.

That the said pretended bonds issued as hereinbefore set forth are the several bonds set forth and described in the several counts of the petition herein, and that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds issued as aforesaid, and no others.

That the plaintiffs received the said pretended bonds and coupons and all of them before any interest was ever collected or paid by the said county on them or any of them, and before the said pretended
325 bonds or coupons or any of them had been registered in the office of the auditor of the State of Kansas, as stated in said petition herein.

Wherefore defendant says that plaintiffs ought not to have or maintain their action for the said pretended coupons in the several accounts aforesaid respectively set forth, or any or either of them, or for the amount thereof or any part thereof.

5. And the said defendant, for further answer to the said petition and to each and every count thereof, saith that on the 10th day of October, 1865, the board of county commissioners of the county of Johnson aforesaid made, and caused to be entered of record on the record of the proceedings, the order set forth at length in the second defense in this answer, in terms as therein stated and set forth.

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken, submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of the said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified

electors of said county ever taken on the question of taking stock
326 in or issuing the bonds of the said county to the said railroad company by the said county, or by the commissioners thereof, and that no action of the board of county commissioners of said county was ever had or taken, ascertaining or declaring in any manner whatever the result of such election or vote or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county, or by the commissioners of the said county in its behalf.

That the board of county commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, to take stock in behalf of said county in, or to issue the bonds of said county to, said railroad company.

That at the time the order aforesaid in said second defense herein, of October 10th, 1865, was made by the board of county commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from the city of Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits of said city, as the said limits were established at the time the order hereinbefore recited in said sec-
327 ond defense herein was made and the vote hereinbefore specified was taken, or as the said limits existed or were established when the railroad of said company was built.

That no subscription of the capital stock of the said railroad company was ever made by the said county or by the board of said county commissioners of said county on behalf thereof, and that no stock of said railroad company was ever issued to or received by said county, or by any officer of said county, or other person for said county.

That on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the board of county commissioners of said county, under color of said order of said board, of October 10, 1865, as hereinbefore recited in the second defense herein, and of the vote taken in pursuance thereof, of November 7, 1865, and by no other authority, did issue to the said railroad company pretended bonds, purporting to be the bonds of Johnson County, to the aggregate amount of fifty thousand dollars, payable to said railroad company or bearer thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said county commissioners, or any or all of them, to issue said pretended bonds or coupons, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by said county, or by any person for said county, therefor, and with-
328 out any valid consideration therefor, and without any consideration therefor moving to the said county.

And that afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, and of the vote taken in pursuance thereof, of November 7, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said railroad company like pretended bonds of the same purport as the pretended bonds aforesaid, amounting, in the aggregate, to the sum of fifty thousand dol-

lars, with like instruments, purporting to be coupons for the interest thereof, attached, without any authority in said commissioners, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said railroad company, and without any stock of said railroad company being issued to or received by said county, or by any person for said county, therefor, and without any valid consideration therefor, and without any consideration whatever moving to the said county therefor.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them, or either of them, to have been issued by or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to, or in
329 payment of, or on account of any subscription to the capital stock of said railroad company, nor do said pretended bonds or coupons, or any of them, show upon their faces, or from anything written or printed thereon, any statement of the authority or pretense of authority under which said commissioners issued the same.

That the said pretended bonds issued as hereinbefore set forth are the several bonds set forth and described in the several counts of the petition herein, and that the several instruments declared on and described as coupons in the several counts respectively are part of the pretended coupons aforesaid, attached to the pretended bonds aforesaid, issued as aforesaid, and no others.

That the plaintiffs herein received said pretended bonds and coupons before any interest was ever collected or paid by said county, or by any one for the said county, thereon, and before the same or any of them were registered in the office of the auditor of the State of Kansas, as stated in the petition herein.

That the plaintiffs herein received the said pretended bonds and coupons, and each and all of them, with full notice of the order of said board, made on the 10th day of October, 1865, as set forth in the second defense of this answer, and of the terms of said order, and with full notice of each and all the facts and matters of defense hereinbefore set forth, as herein stated. That the said plaintiffs, at and before the time the several coupons declared on in the several counts of said pe-
330 tition, came to and were received by them, had full and actual knowledge of the said order of October 10th, 1865, and of the terms thereof, and of each and all the facts and matters of defense hereinbefore in this answer set forth, as therein stated.

That the plaintiffs herein are not the lawful owners of the several coupons in the said several counts described, nor of any of them, nor are they holders for value of any of the said coupons, and that said pretended bonds and coupons were assigned to plaintiffs by the said railroad company without any valuable consideration, or any consideration whatever, paid or given therefor.

Wherefore defendant says plaintiffs ought not to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

6. And the said defendant, for a further answer to the said petition, and the several counts thereof, and to each and every of them, saith:

That on or about the 10th day of October, 1865, the board of county commissioners of the county of Johnson aforesaid made, and caused to be entered of record on the record of their proceedings, the order set

forth at length in the second defense in this answer in terms as therein stated and set forth.

That afterward, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said
331 election voted "For subscription to railroad."

That afterwards, to wit, on or about the sixth and twenty-seventh days of September, 1867, D. M. Williams, C. F. Diller, and W. C. Smith, who then constituted the board of county commissioners of the said county, under color of said order and vote, and by no other authority, issued and delivered to said railroad company pretended bonds, purporting to be the bonds of Johnson County, for the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, with interest at the rate of seven per cent. per annum, payable semi-annually, with instruments purporting to be coupons for such interest attached, without any stock of said railroad company being issued to or received by said county, or by any person for said county, therefor.

That afterwards, on or about the 19th day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, at a meeting of the said board, made an order and agreement with the said Kansas and Neosho Valley Railroad Company, and caused the same to be entered of record on the records of the proceedings of said board as an order and agreement of said board & of said railroad company as follows, to wit:

"Proposition presented by Col. K. Coates, asking that the $100,000 subscribed by Johnson County to the capital stock of the Kansas City, Fort Scott and Gulf Railroad be sold to said railway company,
332 upon the consideration of the completion of said railroad through Johnson County in eight months, and for a nominal sum in cash; and thereupon the following was had, in these words:

"Know all men by these presents, that we, the board of county commissioners of Johnson County, in the State of Kansas, in consideration that the Kansas & Neosho Valley Railroad Company shall construct and put in operation a railroad from a point near Kansas City, Missouri, by way of Olathe, to the southern boundary-line of said Johnson County, in the direction of Paola, Kansas, within eight months from this date, and in consideration of one dollar to be paid by said railroad company, *we* hereby agree and bind ourselves, for and in behalf of said Johnson County, to assign and transfer to said railroad company the one hundred thousand dollars of stock heretofore voted and subscribed by said Johnson County to the capital stock of said railroad company; and we do further agree, in consideration of the premises, to cause to be issued without delay the fifty thousand dollars of bonds of the said county remaining unissued and unpaid on the one hundred thousand dollars of stock so as aforesaid voted and subscribed, and place said fifty thousand dollars of bonds in the hands of J. E. Hays, to be delivered to said railroad company, or their successors, on their constructing and putting in operation said railroad from said point near Kansas City to Olathe, provided said railroad be so constructed and put in opera-
333 tion to Olathe within five months from this date; and we do further agree, in consideration of the premises aforesaid, that in any election of the stockholders of said railroad company which may be held prior to the transfer of the one hundred thousand dollars of stock above provided for, and whilst said railroad company may be engaged in good faith performing the conditions upon which such transfer of stock is to be

made, we will cast the votes to which said county will be entitled as a stockholder in such manner and for such persons as said railroad company, or their successors, may request.

"It is hereby expressly understood that if said railroad company shall fail to comply with the conditions above named, then this agreement shall be null and void, but if the said company or their successor shall fully comply with all such conditions, then this agreement shall be binding and in full force."

That by the person named as "Col. K. Coates," in the preamble to said order and agreement, was named and intended Kersey Coates, esqr., who was then president of the said Kansas City and Neosho Valley Railroad Company, and that said railroad company was named and intended by the words "Kansas City, Fort Scott and Gulf Railroad" in said preamble, by which latter name said railroad company was commonly known and frequently named and spoken of. That afterwards, to wit, on or about the 5th day of October, 1868, the board of county commissioners of said county made & passed an order and resolution and caused
334 the same to be entered of record on the records of their proceedings as follows, to wit:

"Whereas, by mutual agreement between the commissioners of the county of Johnson and the Kansas and Neosho Valley Railroad Company, said railroad company have granted to them an extension of time from the 19th day of November to the fifteenth day of December next, within which to construct their said railroad to the town of Olathe, according to the provisions in all respects of a resolution, order, ordinance, or agreement formed and entered into on the 19th day of June, 1868, by the said county commissioners, entitling the said R. R. company to the bonds and stock voted and subscribed to said company. It is therefore resolved by the com'rs of Johnson County that in the event said R. R. co. shall so construct to the town of Olathe their said road on or before the fifteenth day of December, in manner as provided in said resolution, ordinance, or agreement, formed June 19th, 1868, the trustee or commissioner named therein shall, and hereby is, instructed and empowered to deliver to said railroad company said stock and remaining bonds of said county as heretofore authorized and instructed, the same in all respects though the said road had been constructed to the said town of Olathe on or before the 19th day of November, 1868."

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of
335 county commissioners of said county, under color of the order for an election made by said board on October 10th, 1865, as hereinbefore recited in the second defence in this answer, and of the election hereinbefore specified of November 7th, 1865, and in pursuance of said order and agreement of June 19th, 1868, hereinbefore recited, and by no other authority, did execute pretended bonds purporting to be the bonds of Johnson County in the aggregate amount of fifty thousand dollars, payable to said railroad company or bearer thirty years after date, with interest payable semi-annually, at the rate of seven per cent. per annum, with instruments purporting to be coupons for such interest attached, and delivered the same to one J. E. Hayes, to be delivered to said railroad company when said railroad company should have complied with the terms of said order and agreement of June 19th, 1868.

That afterwards, on or about the 15th day of December, 1868, under color of said order and agreement of June 19th, 1868, hereinbefore recited, and of said order and resolution of October 5th, 1868, hereinbefore recited, said pretended bonds and coupons were delivered to said rail-

road company, and said railroad company did receive the same without any stock of the said railroad company being issued therefor or received therefor by said county or by any person for said county, and without any valid consideration therefor, or any consideration therefor received by or moving to said county.

That from and after the said 19th day of June, 1868, the said county has not had, nor pretended to have, nor has it been allowed or ad-
336 mitted by the said railroad company to have any stock in said railroad company, or to have or to exercise any rights in said railroad company as stockholder therein or otherwise, or to be a member or stockholder of the said company, or to have any rights, shares, interest, *or interest* or estate therein as stockholder thereof, or in any manner whatever.

That the order and agreement of June 19th, 1868, as hereinbefore set forth, and the order and resolution of October 5th, 1868, as hereinbefore set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining from said county for said railroad company, and said railroad company did so obtain without any consideration therefor, all right and claim and pretence of right said county might then have or claim to have or to be entitled to any stock in said railroad company or to be a member or stockholder thereof or therein, and all rights, shares, estates, or interest, or claim or pretence thereof, said county might have or claim to have or to be entitled to in said company as a stockholder or otherwise, and all consideration and pretense of consideration said county might have or claim to have or to have received for said pretended bonds and coupons issued as aforesaid on said sixth and twenty-seventh days of September, 1867, and issued or to be issued on the 22d day of June, 1868, and each and all of said pretended bonds and coupons, and for the purpose of annulling and cancelling and forfeiting any stock said county might have or claim to have or be entitled to in said company,
337 and any subscription said county or said company might claim had been or should be made to the capital stock of said company by said county or by any person in its behalf.

Wherefore defendant says all consideration or pretense of consideration for each and all of said pretended bonds and coupons has been cancelled and annulled and has wholly failed; that said pretended bonds and coupons, and each and all of them, are wholly without consideration and are void.

That the instruments described and set forth as bonds of said county in the petition herein, & in each of the several counts thereof, are part of the pretended bonds issued as herein described, and not other or different, and that the several instruments declared on and described as coupons in each of the several counts of the said petition are part of the pretended coupons attached to the pretended bonds aforesaid issued as aforesaid, and none other.

That the plaintiffs herein received the said pretended bonds and coupons, and each and all of them, with full notice of the order of said board made on the 10th day of October, 1865, as set forth in the second defence set up in this answer, and of the terms thereof, and of the order and agreement made, as hereinbefore set forth, on the 19th day of July, 1868, and of the terms thereof, and of the order and resolution made, as hereinbefore recited, on the 5th day of October, 1868, and of the
338 terms thereof, and of each and every of the facts and matters of defence hereinbefore set forth as herein stated.

That the said plaintiffs, at and before the time the several coupons declared on in the several counts in said petition came to and were re-

made, we will cast the votes to which said county will be entitled as a stockholder in such manner and for such persons as said railroad company, or their successors, may request.

"It is hereby expressly understood that if said railroad company shall fail to comply with the conditions above named, then this agreement shall be null and void, but if the said company or their successor shall fully comply with all such conditions, then this agreement shall be binding and in full force."

That by the person named as "Col. K. Coates," in the preamble to said order and agreement, was named and intended Kersey Coates, esqr., who was then president of the said Kansas City and Neosho Valley Railroad Company, and that said railroad company was named and intended by the words "Kansas City, Fort Scott and Gulf Railroad" in said preamble, by which latter name said railroad company was commonly known and frequently named and spoken of. That afterwards, to wit, on or about the 5th day of October, 1868, the board of county commissioners of said county made & passed an order and resolution and caused
334 the same to be entered of record on the records of their proceedings as follows, to wit:

"Whereas, by mutual agreement between the commissioners of the county of Johnson and the Kansas and Neosho Valley Railroad Company, said railroad company have granted to them an extension of time from the 19th day of November to the fifteenth day of December next, within which to construct their said railroad to the town of Olathe, according to the provisions in all respects of a resolution, order, ordinance, or agreement formed and entered into on the 19th day of June, 1868, by the said county commissioners, entitling the said R. R. company to the bonds and stock voted and subscribed to said company. It is therefore resolved by the com'rs of Johnson County that in the event said R. R. co. shall so construct to the town of Olathe their said road on or before the fifteenth day of December, in manner as provided in said resolution, ordinance, or agreement, formed June 19th, 1868, the trustee or commissioner named therein shall, and hereby is, instructed and empowered to deliver to said railroad company said stock and remaining bonds of said county as heretofore authorized and instructed, the same in all respects though the said road had been constructed to the said town of Olathe on or before the 19th day of November, 1868."

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of
335 county commissioners of said county, under color of the order for an election made by said board on October 10th, 1865, as hereinbefore recited in the second defence in this answer, and of the election hereinbefore specified of November 7th, 1865, and in pursuance of said order and agreement of June 19th, 1868, hereinbefore recited, and by no other authority, did execute pretended bonds purporting to be the bonds of Johnson County in the aggregate amount of fifty thousand dollars, payable to said railroad company or bearer thirty years after date, with interest payable semi-annually, at the rate of seven per cent. per annum, with instruments purporting to be coupons for such interest attached, and delivered the same to one J. E. Hayes, to be delivered to said railroad company when said railroad company should have complied with the terms of said order and agreement of June 19th, 1868.

That afterwards, on or about the 15th day of December, 1868, under color of said order and agreement of June 19th, 1868, hereinbefore recited, and of said order and resolution of October 5th, 1868, hereinbefore recited, said pretended bonds and coupons were delivered to said rail-

road company, and said railroad company did receive the same without any stock of the said railroad company being issued therefor or received therefor by said county or by any person for said county, and without any valid consideration therefor, or any consideration therefor received by or moving to said county.

That from and after the said 19th day of June, 1868, the said county has not had, nor pretended to have, nor has it been allowed or ad-
336 mitted by the said railroad company to have any stock in said railroad company, or to have or to exercise any rights in said railroad company as stockholder therein or otherwise, or to be a member or stockholder of the said company, or to have any rights, shares, interest, *or interest* or estate therein as stockholder thereof, or in any manner whatever.

That the order and agreement of June 19th, 1868, as hereinbefore set forth, and the order and resolution of October 5th, 1868, as hereinbefore set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining from said county for said railroad company, and said railroad company did so obtain without any consideration therefor, all right and claim and pretence of right said county might then have or claim to have or to be entitled to any stock in said railroad company or to be a member or stockholder thereof or therein, and all rights, shares, estates, or interest, or claim or pretence thereof, said county might have or claim to have or to be entitled to in said company as a stockholder or otherwise, and all consideration and pretense of consideration said county might have or claim to have or to have received for said pretended bonds and coupons issued as aforesaid on said sixth and twenty-seventh days of September, 1867, and issued or to be issued on the 22d day of June, 1868, and each and all of said pretended bonds and coupons, and for the purpose of annulling and cancelling and forfeiting any stock said county might have or claim to have or be entitled to in said company,
337 and any subscription said county or said company might claim had been or should be made to the capital stock of said company by said county or by any person in its behalf.

Wherefore defendant says all consideration or pretense of consideration for each and all of said pretended bonds and coupons has been cancelled and annulled and has wholly failed; that said pretended bonds and coupons, and each and all of them, are wholly without consideration and are void.

That the instruments described and set forth as bonds of said county in the petition herein, & in each of the several counts thereof, are part of the pretended bonds issued as herein described, and not other or different, and that the several instruments declared on and described as coupons in each of the several counts of the said petition are part of the pretended coupons attached to the pretended bonds aforesaid issued as aforesaid, and none other.

That the plaintiffs herein received the said pretended bonds and coupons, and each and all of them, with full notice of the order of said board made on the 10th day of October, 1865, as set forth in the second defence set up in this answer, and of the terms thereof, and of the order and agreement made, as hereinbefore set forth, on the 19th day of July, 1868, and of the terms thereof, and of the order and resolution made, as hereinbefore recited, on the 5th day of October, 1868, and of the
338 terms thereof, and of each and every of the facts and matters of defence hereinbefore set forth as herein stated.

That the said plaintiffs, at and before the time the several coupons declared on in the several counts in said petition came to and were re-

ceived by them, had full and actual knowledge of the said order of October 10, 1865, and of the terms thereof, and of said order and agreement of July 19th, 1868, and of the terms thereof, and of the said order and resolution of October 5th, 1868, and of the terms thereof, and of each and all the facts and matters of defence hereinbefore in this answer set forth as herein stated.

That said plaintiffs received said pretended bonds and coupons, and each of them, before any interest was ever collected or paid by said county on said bonds or coupons, or any of them, and before any of said bonds or coupons were registered in the office of the auditor of the State of Kansas, as stated in the said petition.

That the plaintiffs herein are not holders for value of said coupons, or any of them, and that said pretended bonds and coupons were assigned by said railroad company to said plaintiffs without any valuable consideration or any consideration paid or given therefor.

Wherefore defendant says plaintiffs ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof or any part thereof.

339 7. And the said defendant, for a further answer to the said petition and to the several counts, being the counts of said petition from the of said counts inclusive, and from the of said counts inclusive, being all the counts of said petition in which instrument purporting to be bonds are described & instruments purporting to be coupons are declared on and described and stated to have been issued on the 22d day of June, 1868, and to each of said several counts, saith: That on or about the 10th day of October, 1865, the board of county commissioners of the county of Johnson aforesaid made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defense in this answer in terms as therein stated and set forth; that afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order and the majority of the qualified electors of said county voting at said election voted for subscription to railroad; that afterwards, on or about the 19th day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, at a meeting of said board, made an order and agreement with the said Kansas and Neosho Valley Railroad Company, and caused the same to be entered of record on the record of the proceedings of said board as an order and
340 agreement of said board and of said railroad company, as set forth at length in the sixth and next preceding defense set up in this answer, and in the terms therein stated and set forth, and that the person named therein and the railroad named therein are the person and the railroad named & intended, as set forth in the said sixth and next preceding defence in this answer; that afterwards, to wit, on or about the fifth day of October, 1868, the board of county commissioners of said county made and passed an order and resolution, and caused the same to be entered of record on the record of their proceedings stated at length in the sixth and next preceding defense in this answer, and in terms as therein stated and set forth; that on or about the 22d day of June, 1868, the said Hollenback, Brady, and Fulcher, who the' constituted the board of county commissioners of said county, under color of said order for an election made on October 10th, 1865, as hereinbefore recited in the second defense in this answer, and of the election hereinbefore specified held on November 7th, 1865, and in pursuance of the

said order and agreement of June 19th, 1868, and by no other authority, did execute pretended bonds, purporting to be the bonds of Johnson County, in the aggregate amount of fifty thousand dollars, payable to the said railroad company or bearer thirty years after the date thereof, with interest payable semi-annually, at the rate of seven per
341 cent. per annum, with instruments purporting to be coupons for such interest attached, and delivered the same to one J. E. Hayes to be delivered to said railroad company when said railroad company should have complied with the terms of said order and agreement of June 19th, 1868; that afterwards, on or about the 15th day of December, 1868, in pursuance of said order and agreement of June 19th, 1868, and of said order and resolution of October 5th, 1868, each as hereinbefore recited in the sixth and next preceding defense set forth in this answer, said pretended bonds and coupons were deliverd to said railroad company, and said company did receive the same without any stock of said railroad company being issued therefor or received by said county, or by any person for said county, therefor, and without any valid consideration therefor, or any consideration therefor received by or moving to said county.

That from and after the said 19th day of June, 1868, the said county has not had nor pretended to have, nor has it been allowed or admitted by said railroad company to have any stock in said railroad company, or to have or exercise any right in said railroad company as stockholder or otherwise, or to be a member or stockholder of said company, or to have any rights, shares, interest, or estate therein as stockholder thereof, or in any manner whatsoever.

That the order and agreement of June 19, 1868, as hereinbefore recited and set forth in the sixth & next preceding defense in this
342 answer, and the said order and resolution of October 5th, 1868, as hereinbefore in like manner set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining for said railroad company from said county, and without any consideration therefor, all right and claim, or pretence of right said county might then have or claim to have, or might thereafter claim to be entitled to, in any stock of said railroad company, & all rights, shares, estate, or interest, or claim or pretence thereof, said county might then or thereafter have or claim to have, or to be entitled to in said company, as stockholder or otherwise, and for the purpose of annulling, cancelling, and forfeiting any stock said county might have or claim to have, or to be entitled to in said company, and any subscription said county or said company might claim, had been or should be made to the capital stock of said company by said county, or by any person in its behalf.

And that the order and agreement of June 19, 1868, aforesaid, and said order and resolution of October 5th, 1868, aforesaid, were obtained and procured to be made by said railroad company, and were made for the purpose of inducing and enabling, and did induce and enable, the said Hollenback, Brady, and Fulcher, commissioners as aforesaid, to issue the said pretended bonds and coupons issued as aforesaid on the 22d day of June, 1868, and delivered on the 15th day of December, 1868, without any consideration or pretense of consideration whatever moving to or received by said county therefor.

343 Wherefore defendant says said pretended bonds and coupons issued as aforesaid were received and delivered without any consideration therefor whatever.

That the said pretended bonds issued as aforesaid are the several bonds described and set forth in the several counts of the petition herein,

being the , being the several counts in this defense first above set forth, and not other or different, and that the several instruments declared on and described in the several counts aforesaid as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiffs herein received the said pretended bonds and coupons aforesaid, and each and all of them, and held the same before any interest had been paid or collected on said bonds, or any of them, by said county, and before the said bonds or any of them were registered in the office of the auditor of the State of Kansas, as stated in the petition herein; and that said plaintiffs received the said pretended bonds and coupons, and each and all of them, with full notice of the order of said board of October 10th, 1865, and hereinbefore set forth & recited in the second defence of this answer, and of the terms thereof, & *and* of the order and agreement of July 19, 1868, as hereinbefore recited and set forth in the sixth and next preceding defense of this answer, and of the terms thereof, and of the order and resolution of October 5th, 1868, as hereinbefore in like manner recited and set forth, and
344 of the terms thereof, and of each and every of the facts and matters of defence hereinbefore set forth, as herein stated.

That the said plaintiffs, at and before the time the several coupons declared on in the said several counts in said petition came to and were received by them, had full and actual knowledge of the order of October 10th, 1865, and of the terms thereof, and of the order and agreement of June 19th, 1868, and of the terms thereof, and of each and all the facts and matters of defense hereinbefore set forth, as herein stated.

That said plaintiffs are not the holders, for value, of said several coupons, or any of them, and that said pretended bonds and coupons, and each of them, were assigned to the plaintiffs by said railroad company without any valid consideration paid or given therefor.

Wherefore defendant says plaintiffs ought not to have or maintain their action for said pretended coupons in said counts respectively set forth, or either of them, or for the amount thereof, or any part thereof.

Said defendant prays judgment that it may go hence discharged without day & recover its costs in this behalf expended.

COBB & COOK,
DEVENNEY & GREEN,
Attorneys for Defendant.

(Endorsed:) No. 960. Nathaniel Thayer, F. W. Palfrey, and
345 George W. Weld, plaintiffs, vs. The Board of County Commissioners of the County of Johnson, defendant. Answer. Filed May 9, 1874. A. S. Thomas, clerk.

And on this day, to wit, May 12th, 1874, the plaintiffs, by their attorneys, filed in the clerk's office of said court their reply in said entitled action; which said reply is in the words and figures following, to wit:

Reply.

U. S. circuit court, district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & GEORGE W. WELD, plffs.,	
vs.	Reply.
THE BOARD OF COUNTY COMMISSIONERS OF THE County of Johnson, deft.	

The above-named plaintiffs, for a reply to the second, third, fourth,

fifth, sixth, and seventh defenses of the answer of the defendant above named, filed herein, deny the same, and each and every allegation in said several defenses contained.

C. W. BLAIR, & PRATT & FERREY,
Attys. for Plfts.

(Endorsed:) No. 960. U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Reply. C. W. Blair, & Pratt & Ferrey, attys. for plffs. Filed May 12, 1874. A. S. Thomas, clerk.

And on this day, to wit, Thursday, June 11th, 1874, in the June term, A. D. 1874, of said court, in the record of the proceedings thereof in the said entitled action are the following entries, to wit:

346 *Journal-entry.*

THURSDAY, *Jun. 11th, A. D.* 1874.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

Now come the plaintiffs herein, and, with leave of the court, filed an amendment to their petition; and now comes the defendant and files answer to the petition as amended, to which plaintiffs file a reply.

Journal-entry.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

and

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 960.

Now come the plaintiffs in the above-entitled causes, by Pratt, & Ferrey & Blair, their attorneys; also comes the defendant in the above-entitled cause, by Cobb & Cook, & Devenney & Green, its attorneys; and by agreement it is ordered by the court that the above-entitled causes be, and they are hereby, consolidated, and the causes to be tried upon the pleadings filed in the case first above entitled, number 660, and said causes continued to the next term hereof.

And on this day, to wit, June 11th, 1874, the plaintiffs, by their attorneys, filed in the clerk's office of said court, in said entitled action, their amendment to petition in said entitled action; which said amendment to petition is in words and figures following, to wit:

Amendment to petition.

U. S. circuit court, district of Kansas.

NATHANIEL THAYER ET AL., PLFFS.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, deft.

347 And now comes the said plaintiffs, and, by leave of the court, amend their petition herein by adding to each and every count thereof the following allegation:

"That afterwards, and on or about the 16th day of April, 1872, said bond was duly registered in the office of the auditor of the State of Kansas, and that as each coupon for such semi-annual interest falling due prior to January 1st, 1872, matured, the same was paid by the officers of the county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose."

C. W. BLAIR, & PRATT & FERREY,
Attys. for Plffs.

(Endorsed:) No. 660. Term No. 50. U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson. Amendment to petition. Filed June 11, 1874. A. S. Thomas, clerk.

And on this day, to wit, June 11th, 1874, the defendant, by its attorneys, filed in the clerk's office of said court its answer in said entitled action; which said answer, with the endorsements thereon, is in words and figures following, to wit:

Answer to amended petition.

In the circuit court of the United States, district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendant.
Answer to amended petition.

348 1. Comes now the defendant, The Board of County Commissioners of the County of Johnson, and files an amended answer to the petition of plaintiff', and to each and every count thereof, and for answer denies each and every allegation of said petition, and of each and every count thereof.

2. And the said defendant, for a further answer to said petition, and the several counts thereof numbered , being so much of said petition as is based upon and seeks a recovery for coupons upon alleged bonds of Johnson County, charged to have been made and issued in the month of September, 1867, saith:

That on the 10th day of October, 1865, the board of county commissioners for the county of Johnson, aforesaid, made, and caused to be entered of record on the record of their proceedings, the following order, to wit:

"Ordered that the order heretofore made by this board, to wit, on the

19th day of September, 1865, providing for the submission of the question of subscribing one hundred thousand dollars ($100,000) in bonds of said county to the Kansas and Neosho Valley Railroad Company, be, and same is hereby, rescinded.

"And whereas, on the 10th day of February, 1865, an act of the legislature of the State of Kansas took effect and became in full force, entitled 'An act to authorize counties and cities to issue bonds to railroad companies;' and whereas by said law the board of county commissioners are authorized to call a special election of the qualified
349 electors of the county to determine whether the said board of county commissioners shall subscribe, in the name of the county, to any railroad corporation to construct a road to, into, or through the county; it is therefore ordered that a special election of the qualified electors of Johnson County be held at the several voting-precincts in said county, on the 7th day of November, 1865; that the said election shall, in regard to the qualifications of electors and the manner of receiving votes, and the manner of conducting said election, be according to the laws in force governing elections.

"The question submitted to the qualified electors at said election shall be whether the board of county commissioners shall be authorized to subscribe capital stock in the name and for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad commencing at or near the Union Depot on the south side of and near the mouth of the Kansas River, and near Kansas City; thence to Olathe, in Johnson County; thence in a southerly direction through said county to the southern boundary of the State of Kansas.

"In case a majority of the electors of said county shall vote for subscription to the capital stock of said railroad, the board of county commissioners shall issue the bonds of said county of Johnson, in such amount as they may deem best; provided, that no part of said bonds shall be issued until work on said road shall be actually commenced in said county, & then only on pro-rata assessments as the work
350 progresses; and provided further, that the whole of said sum of one hundred thousand dollars shall be expended within the limits of said county, which bonds shall bear interest at a rate not exceeding seven per cent. per annum, and shall be payable within thirty years.

"The ballots of said election shall be written or printed 'For subscription to railroad,' 'Against subscription to railroad.'

"If a majority of all the votes cast at said election be 'For subscription to railroad,' then the board of county commissioners shall be authorized to subscribe stock to said railroad in the name and for the benefit of Johnson County, and to issue bonds in the manner heretofore stated.

"All books shall be kept at the several voting precincts by the judges and clerks of said election, showing the whole number of votes polled for and against subscription to railroad.

"The vote shall be counted by the judges of said election and the result proclaimed, the poll-books signed by the judges and attested by the clerks as nearly in accordance with section' 18, and 23, page 495, statute 1862, as may be practicable. After announcing the votes the judges shall seal up and return the poll-books to the county clerk, on or before the Friday next following said election, and within three days after said election deposit one copy of said poll-books with the township trustee,

and shall also preserve the ballots used in said election, (section 26 & 26, page 497, code 1862.)

351 "The county clerk and commissioners will meet in Olathe on Friday next following said election to canvass said votes and declare the result, 'and make a record thereof.'

"Ordered, that the foregoing order and notice is to be published in the Olathe Mirror twenty days prior to said election."

That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of those voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken submitting to a vote of the qualified electors of said county the question whether said county should take stock in, or issue bonds of said county to, the Kansas and Neosho Valley Railroad Company. That no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken, on the question of taking stock in or issuing the bonds of the county to said railroad company by said county, or by the commissioners thereof; and that no action of the board of county commissioners of said county was ever had or taken, ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by the said county, or by the commissioners of said county in its behalf.

352 That the board of county commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, or in any manner, to take stock on behalf of said county in or issue the bonds of said county to said railroad company.

That at the time the order hereinbefore recited was made by the board of county commissioners of said county, and at the time the election hereinbefore specified was held, no railroad of said Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from Olathe, in Johnson County, to or within five-eight's of a mile of the corporate limits thereof, as said limits were established at the time the order hereinbefore recited was made, and the votes hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by said county, or by the board of commissioners thereof in behalf of said county, after the railroad of said company had been located to, into, through, from, or near said county.

That on or about the sixth and 27th days of September, 1867, D. L. Williams, W. C. Smith, and C. L. Diller, who then constituted

353 the board of county commissioners of said county, under color of said order of said board of October 10th, 1865, hereinbefore recited, and of the vote taken in pursuance thereof on November 7th, 1865, and by no other authority, did issue to said railroad company pretended bonds, purporting to be the bonds of Johnson County, in the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached.

That the several bonds described in the several counts aforesaid of said petition are part of the pretended bonds issued as hereinbefore set forth, and not other or different, and that the several instruments declared on in the counts aforesaid respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others, and plaintiffs received the same before any interest had been paid thereon, and before the same were registered in the auditor's office, as stated in the petition.

Wherefore defendant says plaintiff' ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or any part thereof.

3. And the said defendant, for a further answer to the said petition, and the several counts thereof, numbered , being so much of said petition as is based upon and seeks a recovery for coupons upon alleged bonds of Johnson County, charged to have been made and issued in the month of September, 1867, saith: That on the 10th day of October, 1865, the board of county commissioners of the county of Johnson aforesaid made and caused to be entered of record in the record of their proceedings the order set forth at length in the second defence set up in this answer, in terms as therein stated and set forth.

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That afterwards, on the 7th day of November, 1865, a vote of qualified electors of said county was taken pursuant to said order, and a majority of those voting at said election voted "for subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken, submitting to a vote of the qualified electors of said county the question whether said county should take stock in or issue bonds of said county to the Kansas & Neosho Valley Railroad Company, that no election was ever called or had in said county, nor any votes of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of the county to said railroad company, by said county, or by the commissioners thereof, and that no action of the board of county commissioners was ever had or taken, ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds whatever by the said county, or by the commissioners thereof in its behalf.

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That the board of county commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, or in any manner to take stock on behalf of said county in or issue the bonds of said county to said railroad company.

That at the time the order hereinbefore recited was made by the said board of county commissioners, and at the time the election hereinbefore specified was held, no railroad of the Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits thereof as said limits were established at the time the order hereinbefore recited was made and the vote hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said railroad company was ever made by said county or by the board of commissioners thereof in behalf of said county after the railroad of said company had been located to, into, through, from, or near said county.

356 That on or about the 6th and 27th days of September, 1867, D. L. Williams, W. C. Smith, and C. L. Diller, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10th, 1867, hereinbefore in the second in this answer recited, and of the vote taken in pursuance thereof on November 7th, 1865, and by no other authority, did issue to said railroad company pretended bonds, purporting to be the bonds of Johnson County, Kansas, in the aggregate amount of fifty thousand dollars, payable to said railroad company or bearer thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for such interest attached.

That the several bonds described in the several counts aforesaid of said petition are parts of the pretended bonds issued as hereinbefore set forth and not other or different, and that the several instruments declared on in the counts aforesaid, respectively, as coupons, are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others.

That the plaintiff herein received the pretended bonds and said pretended coupons and each all of them with full notice, and had actual knowledge of the order of the said board made on October 10th, 1865, as set forth in the second defence in this answer, and of the terms of said order, and with full notice and knowledge of each and all

357 the facts hereinbefore set forth as herein stated.

That the plaintiffs herein are not holders for value of any of said coupons, and that said pretended bonds and coupons were assigned to plaintiff' by said railroad company without any valuable consideration, or any consideration whatever, paid or given therefor, and before any interest was paid on said pretended bonds, and before the same or any of them were registered in the office of the auditor of the State, as stated in said petition.

Wherefore defendant says plaintiffs ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them or any part thereof.

4. And the said defendant for a further answer to the said petition and the several counts thereof numbered , being so much of said petition as is based upon and seeks recovery for coupons on alleged bonds of Johnson County, charged to have been made and issued June 22d, 1868, saith:

That on the 10th day of October, 1865, the board of the county commissioners of the county of Johnson aforesaid made and caused to be entered of record in the record of their proceedings the order set forth at length in the second defence set up in this answer in terms as therein stated and set forth.

358 That afterwards, on the seventh day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of those voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken submitting to a vote of the qualified electors of said county the question whether said county should take stock in or issue bonds of said county to the Kansas and

Neosho Valley Railroad Company; that no election was ever called or had in said county nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing bonds of said county to said railroad company by said county or by the commissioners thereof, and that no action of the board of county commissioners was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that such election or vote had resulted in favor of any subscription to the stock said company, or in favor of issuing any bonds thereto by said county or by the commissioners thereof in its behalf.

That the board of county commissioners of said county were never authorized at any election held in said county, or by any vote of the qualified electors thereof, or in any manner to take stock on behalf of said county in or issue bonds of said county to said railroad company.

That at the time the order hereinbefore recited was made by the board of county commissioners, and at the time the election hereinbefore specified was held, no railroad of the Kansas and Neosho Valley
359 Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from Olathe, in Johnson County, or within five eighths of a mile of the corporate limits thereof, as said limits were established at the time the order hereinbefore recited was made, and the vote hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said company was ever made by said county, or by the board of commissioners thereof in behalf of said county after the railroad of the said company had been located to, into, through, from, or near said county.

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, under color of said order for an election of October 10th, 1865, recited in the second defense in this answer, and of the vote taken in pursuance thereof of November 7th, 1865, and by no other authority, did issue and on or about the 15th day of December, 1868, did deliver to said railroad company pretended bonds purporting to be the bonds of Johnson County, Kansas, in the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest thereto annexed.

360 That the several bonds described in the several counts aforesaid of said petition are part of the pretended bonds issued as hereinbefore set forth, and not other or different, and that the several instruments declared on in the counts aforesaid respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and none others, and the plaintiffs received the same before any interest was paid on said bonds and before the same were registered in the office of the auditor of the state, as stated in the petition.

Wherefore the defendant says that plaintiffs ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them or any part thereof.

5. And the said defendant, for a further answer to said petition and to the several counts thereof, numbered in said petition as , being

so much of said petition as is based upon and seeks recovery for coupons on alleged bonds of Johnson County charged to have been made and issued June 22d, 1868, for answer, says:

That on or about the 10th day of October, 1865, the board of county commissioners of Johnson County, aforesaid, made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defense set forth in this answer, in terms as therein stated and set forth.

361 That afterwards, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of those voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken, submitting to a vote of the qualified electors of said county the question whether said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing bonds of said county to said railroad company, by said county, and that no action of the board of county commissioners was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that such election or vote had resulted in favor of any subscription to the stock of said company, or in favor of issuing any bonds thereto by said county.

That the board of county commissioners of said county were never authorized, at any election held in said county, or by any vote of the qualified electors thereof, or in any manner, to take stock on behalf of said county in or issue bonds of said county to said railroad company.

That at the time the order aforesaid of October 10th, 1865, was made, and at the time the election aforesaid was held, no railroad of the

362 Kansas and Neosho Valley Railroad Company had been located to, into, through, from, or near said county of Johnson.

That said railroad company never did locate or construct any railroad to or from Olathe, in Johnson County, or within five-eighths of a mile of the corporate limits thereof, as said limits were established at the time the order hereinbefore recited was made, and the vote hereinbefore specified was taken, or as said limits existed and were established when the railroad of said company was built.

That no subscription to the capital stock of said company was ever made by said county, or by the board of commissioners thereof in behalf of said county, after the railroad of the said company had been located to, into, through, from, or near said county.

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John Fulcher, who then constituted the board of county commissioners of said county, under color of said order for an election of October 10th, 1865, recited in the second defense of this answer, and of the vote in pursuance thereof of November 7th, 1865, and by no other authority, did issue, and on or about the 15th day of December, 1868, did deliver to said railroad company pretended bonds, purporting to be the bonds of Johnson County, in the aggregate amount of fifty thousand dollars, payable to said railroad company, or bearer, thirty years after date, and to bear interest at the rate of seven per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest thereto annexed.

363 That the said pretended bonds came to the hands of plaintiffs

before any interest had been paid thereon and before the same or any of them were registered in the office of the auditor of state of the State of Kansas, as stated in said petition.

That the several bonds described in the several counts aforesaid of said petition are part of the pretended bonds issued as hereinbefore set out and not other or different, and that the several instruments declared on the counts aforesaid respectively as coupons are part of the pretended coupons attached to the pretended bonds aforesaid and none others.

That the plaintiffs herein received the said pretended bonds and the said pretended coupons and each and all of them with full notice of the order of the board aforesaid made on October 10th, 1865, as set forth in the defense of this answer, and of the terms of said order and with full notice and knowledge of each and all the facts hereinbefore set forth as herein stated.

That plaintiffs herein are not holders for value of any of said coupons, and that said pretended bonds and coupons were transferred to plaintiffs by said railroad company without any valuable consideration whatever paid or given therefor.

Wherefore defendant says plaintiffs ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or any part thereof.

364 6. And said defendant for further answer to said petition and to each and every count thereof, for answer says:

That on or about the 10th day of October, 1865, the board of county commissioners of said county made and caused to be entered of record on the record of their proceedings the order set forth at length in the second defense in this answer in terms as therein stated.

That on the 7th day of November, 1865, an election was held in said county in pursuance of said order, at which a majority of the qualified electors of said county then voting voted "For subscription to railroad."

That no order, resolution, or other action of the board of county commissioners of said county was ever had or taken submitting to the vote of the qualified electors of said county the question whether said board or said county should take stock in or issue the bonds of said county to the Kansas and Neosho Valley Railroad Company; that no election was ever called or had in said county, nor any vote of the qualified electors of said county ever taken on the question of taking stock in or issuing the bonds of said county to the said railroad company by said county or the commissioners thereof, and that no action of the board of county commissioners of said county was ever had or taken ascertaining or declaring in any way or manner whatever the result of such election or vote, determining that any such election or vote had resulted in favor of any subscription to the stock of said company or in favor of issuing any

365 bonds thereto by said county, or by said commissioners on behalf of said county.

That the board of county commissioners of said county were never authorized at any election held in said county or by any vote of the qualified electors thereof, or in any manner to take stock on behalf of said county in, or issue the bonds of said county to, said railroad company.

That on or about the sixth and 27th days of September 1867, D. M. Williams, W. C. Smith, and C. L. Diller, who then constituted the board of county commissioners of said county, under color of said order of said board of October 10, 1865, hereinbefore recited, and after the vote taken n pursuance thereof of November 7th, 1865, & by no other authority, did

issue to the said railroad company pretended bonds of Johnson County to the aggregate amount of $50,000, payable to said railroad company or bearer 30 years after date, & to bear interest at the rate of 7 per cent. per annum, payable semi-annually, and with certain instruments purporting to be coupons for said interest attached, without any authority in said commissioners or any or all of them to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons to said railroad company, and that the bonds described in the petition as numbered with numbers from No. 1 to No. 50, inclusive, being all the bonds charged in said petition to have been issued on the 6th and 27th days of September, 1867, are part of the pretended bonds issued as aforesaid and none others, and that the coupons declared on in the several counts of said
366 petition from the to the inclusive, and from the to the of said counts inclusive, are coupons attached to said pretended bonds and none others.

That none of said pretended bonds were issued in payment of any assessment upon all the stocks of th said railroad company.

That aferwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, and John , who then constituted the board of county commissioners of said county, under color of said order of October 10th, 1865, and of the election held thereunder on the 7th day of November, 1865, and by no other authority, did issue and on or about the 15th day of December, 1868, did deliver to said railroad company like pretended bonds of said county, amounting in the aggregate to $50,000, with instruments purporting to be coupons for the interest thereof thereto attached, without any authority in said commissioners or in any of them to issue said pretended bonds or coupons or any of them, or to issue any bonds or coupons whatever to said railroad company, and that the bonds described in the petition as numbered from 51 to No. inclusive, being all the bonds charged in said petition to have been issued on the 22d day of June, 1868, are part of the pretended bonds issued as aforesaid and none others, and that the coupons declared on in the several counts of the said petition, numbered from to inclusive and from to inclusive, are coupons attached to said
367 pretended bonds and none others.

That none of the said pretended bonds were issued on assessments made on all the stocks of said railroad company.

That plaintiffs received all the said pretended bonds before any interest had been paid on them, or any of them, and before the same, or any of them, had been registered in the office of the auditor of the State of Kansas, as stated in said petition.

That plaintiffs received the said pretended bonds and coupons, & each of them, with full notice and actual knowledge of the order of October 10, 1865, and of the terms thereof, and of each of the facts and matters of defence set up in this defense of this answer as herein stated.

That plaintiffs are not holders for value of said pretended bonds or coupons, or any of them, but that the same were transferred to plaintiffs by said railroad company without any consideration paid or given by plaintiffs therefor.

Wherefore defendant says plaintiffs ought not to have or maintain their action for said coupons, or any of them, or on any of the counts stated or set forth in said petition.

7. And the said defendant for a further answer to the said petition and to each and every count thereof saith: That on the 10th day of October, 1865, the board of county commissioners of the county of Johnson made and caused to be entered of record, on the record of

368 their proceedings, the order set forth at length in the second defense in this answer, in terms as therein stated & set forth. That afterwards, on the 7th day of Nov., 1865, a vote of the qualified electors of said county was taken pursuant to said order, & a majority of the qualified electors of said co. voting at said election voted "For subscription to railroad;" that no order, resolution, or other action of the board of co. com'rs was ever had or taken submitting to a vote of the qualified electors of said county the question whether said board or said county should take stock or issue the bonds of the county to the Kansas & Neosho Valley R. R. Co.; that no election was ever called or had in said county, nor any vote of the qualified electors of said co. ever taken on the question of taking stock in or issuing the bonds of said co. to the said R. R. co. by said county or by the com'rs thereof, & that no action of the board of co. com'rs of said county was ever had or taken ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any such subscription to the stock of said co., or in favor of issuing any bonds thereto by said county, or by the com'rs of said co. in its behalf.

The board of co. com'rs of said county were not authorized at any election held in said co., or by any vote of the qualified electors of said co., to take stock in behalf of said co. in or issue the bonds of said co. to said R. R. co.

That at the time the order hereinbefore recited in the 2d defence herein of Oct. 10, 1865, was made by the board of co. com'rs of
369 said county, & at the time of the election hereinbefore specified was held, no railroad of the Kansas & Neosho Valley R. R. Co. had been located to, into, through, from, or near said county of Johnson.

That said R. R. co. never did locate or construct any R. R. to or from the city of Olathe, in Johnson Co., or within ¾ of a mile of the corporate limits of said city as the said limiits were established at the time the order hereinbefore recited in said 2d defense herein was made & the vote hereinbefore specified was taken, or as the said limits existed or were established when the R. R. of said co. was built.

That no subscription to the capital stock of said R. R. co. was ever made by the said county or by the board of co. com'rs of said county on behalf thereof, and that no stock of said R. R. co. was ever issued to or received by said county or by any officers of said county or other person in behalf of said county.

That on or about the 6th & 27th days of Sept., 1867, D. M. Williams, W. C. Smith, & C. L. Diller, who then constituted the board of co. com'rs of said county, under color of said order of said board of Oct. 10, 1865, as hereinbefore recited in the 2d defence herein, & by the vote taken in pursuance thereof of Nov. 7, 1865, & by no other authority, did issue to the said R. R. co. pretended bonds, purporting to be the bonds of Johnson Co., to the aggregate am't of $50,000, payable to said R. R. co., or bearer, 30 years after date, & to bear interest at the rate of 7 per cent. per annum, payable semi-annually, & with certain instruments purporting to be coupons for said interest attached, without any authority in said co. com'rs, or any or all of them, to issue said pretended or coupons, or any of them, or to issue any bonds or coupons whatever to said R. R. co., and without any stock of said R. R. co. be-
370 ing issued to or received by the said county or by any person for said county therefor, & without any valid consideration therefor, & without any consideration moving to the county therefor; and that

afterwards, on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, & John Fulcher, who then constituted the board of co. com'rs of said county, under color of said order of said board of Octo. 10, 1865, & of the vote taken in pursuance thereof of Nov. 7, 1865, & by no other authority, did issue, & on or about the 15th day of Dec., 1868, deliver to said R. R. co. like pretended bonds of the same purport as the pretended bonds aforesaid, amounting in the aggregate to the sum of $50,000, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said com'rs, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said R. R. co., & without any stock of said company being issued to or received by the said county or by any person for the said county therefor, & without any valid consideration therefor, and without any consideration moving to the county therefor whatsoever. That none of the said pretended bonds or coupons purport or appear upon their face, or from anything written or printed thereon, or on either of them, to have been issued by or under the authority of any vote of the qualified electors of said county, or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to or in payment of or on account of any subscription to the capital stock of said R. R. co., nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statement of the authority or pretense of authority under which the said com'rs issued the same.

371 That the said pretended bonds, issued as hereinbefore set forth, are the several bonds set forth & described in the several counts of the petition herein, & that the several instruments declared on and described in the said several counts respectively as coupons are part of the pretended coupons attached to the pretended bonds issued as aforesaid & no others.

That the plffs. received the said pretended bonds & coupons, & all of them, before any interest was ever collected or paid by the said county on them or any of them, & before the said pretended bonds & coupons or any of them had been registered in the office of the auditor of the State of Kansas, as stated in said petition herein.

Wherefore defendant says that plffs. ought to have or maintain their action for the said pretended coupons in the several counts aforesaid respectively set forth or any or either of them, or for the amount thereof or any part thereof.

8. And the said defendant for further answer to the said petition & each and every count thereof saith: That on the 10th day of Oct., 1865, the board of co. com'rs of the county of Johnson aforesaid made and caused to be entered of record, on the record of their proceedings, the order set forth at length in the 2d defense in this answer in terms as therein stated and set forth; that afterwards, on the 7th day of Nov., 1865, a vote of the qualified electors of said county was taken pursuant to said order, & a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That no order, resolution, or other action of the board of co.
372 com'rs of said co. was ever had or taken, submitting to a vote of the qualified electors of said co. the question whether said board or said county should take stock in or issue the bonds of the said county to the K. & N. V. R. R. Co.; that no election was ever called or had in said county nor any vote of the qualified electors of said co. ever taken on the question of taking stock in or issuing the bonds of the said co. to the said R. R. co. by the said county or by the comrs. thereof, & that

no action of the board of co. com'rs of said com'rs ever had or taken, ascertaining or declaring in any manner whatever the result of such election or vote, or determining that any such election or vote had resulted in favor of any subscription to the stock of said co., or in favor of issuing any bonds thereto by said county or by the comrs. of the said co. in its behalf.

That the board of co. com'rs of said co. were never authorized at any election held in said county or by any vote of the qualified electors thereof to take stock in behalf of said co. in or issue the bonds of said county to said R. R. co.

That at the time the order aforesaid, in said 2d defense herein of Oct. 10, 1865, was made by the board of co. com'rs of said co., & at the time the election hereinbefore specified was held, no railroad of said K. & N. V. R. R. Co. had been located to, into, through, from, or near said co. of Johnson.

That said R. R. co. never did locate or construct any railroad to or from the city of Olathe, in Johnson Co., or within ⅛ of a mile of the corporate limits of said city as the said limits were established at the
373 time the order*er* hereinbefore recited in 2d defence herein was made & the vote hereinbefore specified was taken, or as the said limits existed or were established when the railroad of said co. was built; that no subscription to the capital stock of said R. R. co. was ever made by the said county or by the board of said co. com'rs of said county on behalf thereof, & that no stock of said R. R. co. was ever issued to or received by said county or by any officer of said co. or other person for said county.

That on or about the 6 & 27 day of Sept., 1867, D. M. Williams, W. C. Smith, & C. L. Diller, who then constituted the board of co. comrs. of said county, under color of said order of said board of Octo. 10, 1865, as hereinbefore recited in the 2d defence herein, & of the vote in pursuance thereof of Nov. 7, 1865, & by no other authority, did issue to the said R. R. co. pretended bonds purporting to be the bonds of Johnson Co., to the aggregate amount of $50,000, payable to said R. R. co., or bearer, 30 years after date, & to bear interest at the rate of 7 per cent. per annum, payable semi-annually, & with certain instruments purporting to be coupons for said interest, attached without any authority in said co. com'rs, or any or all of them, to issue said pretended bonds or coupons, or to issue any bonds or coupons whatever to said R. R. co., & without any stock of said R. R. co. being issued to or received by said county, or by any person for said county, therefor, & without any valid consideration therefor, & without any consideration moving to the said County.

And that afterwards, on or about the 22d day of June, 1868,
374 B. F. Hollenback, John Brady, & John Fulcher, who then constituted the board of county com'rs of said co., under color of said order of said board of Octo. 10, 1865, & of the vote taken in pursuance thereof of November 7, 1865, & by no other authority, did issue, & on or about the 15th day of Dec., 1868, did deliver to said R. R. co. like pretended bonds of the same purport as the pretended bonds aforesaid, amounting, in the aggregate, to the sum of $50,000, with like instruments purporting to be coupons for the interest thereof attached, without any authority in said com'rs, or any or all of them, to issue said pretended bonds or coupons, or any of them, or to issue any bonds or coupons whatever to said R. R. co., & without any stock of said R. R. co. being issued to or received by the said county, or by any person for said co. therefor, & without any valid consideration therefor, & without any consideration whatever moving to the said county therefor.

That none of said pretended bonds or coupons purport or appear upon their face, or from anything written or printed on them, or either of them, to have been issued by or under the authority of any vote of the qualified electors of said co., or pursuant to or under the authority of any statute or law of the State of Kansas, or pursuant to, or in payment of, or on account of any subscription to the capital stock of said R. R. co., nor do said pretended bonds or coupons, or any of them, show upon their face, or from anything written or printed thereon, any statement of the authority or pretense of authority under which said com'rs issued the same.

That the said pretended bonds issued as hereinbefore set forth are the several bonds set forth and described in the several counts of the
375 petition herein, & that the several instruments declared on & described as coupons in the said several counts, respectively, are part of the pretended coupons attached to the pretended bonds aforesaid, issued as aforesaid, and no others.

That the plffs. herein received said pretended bonds & coupons before any interest was ever collected or paid by said co., or by any one for the said co. thereon, & before the same, or any of them, were registered in the office of the auditor of the State of Kansas, as stated in the petition herein.

That the plffs. herein received the said pretended bonds & coupons, & each & all of them, with full notice of the order of said board made on the 10th day of Oct., 1865, as set forth in the second defense of this answer & of the terms of said order, & with full notice of each & all the facts & matters of defence hereinbefore set forth, as herein stated.

That the said plffs., at and before the time the several coupons declared on in the several counts of said petition came to & were received by them, had full & actual knowledge of the said order of Octo. 10, 1865, & of the terms thereof, & of each & all the facts & matters of defence hereinbefore in this answer set forth, as therein stated.

That the plffs. herein are not the lawful owners of the several coupons in the said several counts described, nor of any of them, nor are they holders for value of any of the said coupons, & that said pretended bonds & coupons were assigned to plffs. by the said R. R. co. without any valuable consideration whatever paid or given therefor.

Wherefore defendant says plffs. ought not to have or maintain
376 their action for the said pretended coupons in the several counts aforesaid, respectively, set forth, or any or either of them, or for the amount thereof, or any part thereof.

9. And the said defendant, for a further answer to the said petition & the several counts thereof, & to each and every of them, saith, that on or about the 10th day of Octo., 1865, the board of co. com'rs of the co. of Johnson aforesaid made, and caused to be entered of record on the record of their proceedings, the order set forth at length in the 2d defence in this answer in terms as therein stated and set forth.

That afterwards, on the 7th day of Nov., 1865, a vote of the qualified electors of said county was taken pursuant to said order, and a majority of the qualified electors of said county voting at said election voted "For subscription to railroad."

That afterwards, to wit, on or about the 6th & 27 day of Sept., 1867, D. M. Williams, C. F. Diller, & W. C. Smith, who then constituted the board of co. comr's of the said co., under color of said order & vote, & by other authority, issued and delivered to said R. R. co. pretended bonds purporting to be the bonds of Johnson Co. for the aggregate amount of $50,000, payable to said R. R. co., or bearer, 30 years after

date, with interest at the rate of 7 per cent. per annum, payable semi-annually, with instruments purporting to be coupons for such interest attached, without any stock of said R. R. co. being issued to or received by said county, or by any person for said co. therefor.

377 That afterwards, on or about the 19th day of June, 1868, B. Hollenback, John Brady, & John Fulcher, who then constituted the board of co. comr's of said co., at a meeting of said board, made an order & agreement with the said K. & N. V. R. R. Co., & caused the same to be entered of record on the record of the proceedings of said board as an order & agreement of said board & of said R. R. co. as follows, to wit:

"Proposition presented by Col. K. Coates, asking that $100,000, subscribed by Johnson County to the capital stock of the K. C., F. S. & G. R. R. Co. to be sold to said rwy. co. upon the consideration of the completion of said R. R. through Johnson Co. in 8 months, & for a nominal sum in cash; & thereupon the following was had in these words:

"Know all men by these presents that we the board of co. comr's of Johnson Co., in the State of Kansas, in consideration that the K. & N. V. R. R. Co. shall construct and put in operation a R. R. from a point near K. C., Mo., by way of Olathe, to the southern boundary-line of said Johnson Co., in the direction of Paola, Kansas, within 8 months from this date, & in consideration of $1 to be paid by said R. R. co., we hereby agree & bind ourselves, for and in behalf of said Johnson Co., to assign & transfer to said R. R. co. the $100,000 of stock heretofore voted & subscribed by said Johnson Co. to the capital stock of said R. R. co.; & we do further agree, in consideration of the premises, to cause to be issued, without delay, the $50,000 of bonds of the said co. remaining unissued & unpaid on the $100,000 of stock so as aforesaid voted & subscribed, & place said $50,000 of bonds in the hands of J. E. Hayes, to be delivered to said R. R. co. or their successors on their constructing and putting in operation said R. R. from said point

378 near K. City to Olathe, provided said R. R. be so constructed & put in operation to Olathe, within 5 months from this date; and we do further agree, in consideration of the premises aforesaid, that in any election of the stockholders of said R. R. co. which may be held prior to the transfer of the $100,000 of stock above provided for, & whilst said R. R. co. may be engaged in good faith in performing the conditions upon which such transfer of stock is to be made, we will cast the votes to which said county may be entitled as a stockholder in such manner and for such persons as said R. R. co. or their successors may request.

"It is hereby expressly understood that if said R. R. co. shall fail to comply with the conditions above named, then this agreement shall be null & void; but if the said co. or their successors shall fully comply with all such conditions, then this agreement shall be binding & in full force."

That by the person named as "Col. K. Coates" in the preamble to said order & agreement was named & intended Kersey Coates, esq're, who was then president of the said K. C., F. S. & G. R. R." in said preamble, by which latter name said R. R. co. was commonly known & frequently named & spoken of. That afterwards, to wit, on or about the 5th day of Octo., 1868, the board of co. com'rs of said co. made & pass d an order & resolution, & caused the same to be entered of record on the records of their proceedings, as follows, to wit:

"Whereas, by mutual agreement between the com'rs of the co. of Johnson & the K. & N. V. R. R. Co., said R. R. Co. have granted to them an extension of time from the 19th day of November to the 15 day of Dec.

379 next within which to construct their said R. R. to the town of Olathe, according to the provisions, in all respects, of a resolution, order, ordinance, or agreement formed & entered into on the 19th day of June, 1868, by the said co. com'rs, entitling the said R. R. co. to the bonds & stock voted & subscribed to said co.; It is therefore resolved by the com'rs of Johnson Co., that in the event said R. R. co. shall so construct to the town of Olathe their said road on or before the 15th day of Dec., in manner as provided in said resolution, ordinance, or agreement, formed June 19, 1868, the trustee & comm'r named therein shall & hereby is instructed & empowered to deliver to said R. R. co. said stock & remaining bonds of said co. as heretofore authorized & instructed, the same in all respects as though the said road had been constructed to the said town of Olathe on or before the 19 day of Nov., 1868."

That on or about the 22d day of June, 1868, B. F. Hollenback, John Brady, & John Fulcher, who then constituted the board of co. com'rs of said co., under color of the order for an election made by said board on Octo. 10, 1865, as hereinbefore recited in the 2d defense in this answer, and of the election hereinbefore specified, of Nov. 7, 1865, & in pursuance of said order & agreement of June 19, 1868, hereinbefore recited, & by no other authority, did execute pretended bonds purporting to be the bonds of Johnson County, in the aggregate amount of $50,000, payable to said R. R. co., or bearer, 30 years after date, with interest, payable semi-annually, at the rate of 7 per cent. per annum, with instruments purporting to be coupons for such interest attached, & delivered the same to one J. E. Hayes, to be delivered to said R. R. co. when said R. R. co. should have complied with the terms of said order & agreement of June 19, 1868.

380 That afterwards, on or about the 15th day of Dec., 1868, under color of said order and agreement of June 19, 1868, hereinbefore recited, & of said order & resolution of Oct. 5, 1868, hereinbefore recited, said pretended bonds and coupons were delivered to said R. R. co., & said R. R. co. did receive the same without any stock of the said R. R. co. being issued therefor or received therefor by said county, or by any person for said co., & without any valid consideration therefor received by or moving to said county.

That from & after the said 19 day of June, 1868, the said co. has not had, nor pretended to have, nor has it been allowed or admitted by said R. R. co. to have, any stock in said R. R. co., or to have or to exercise any rights in said R. R. co. as stockholder therein, or otherwise, or to be a member or stockholder of the said company, or to have any rights, shares, interest, or estate therein as stockholder thereof, or in any manner whatever.

That the order & agreement of June 19, 1868, as hereinbefore set forth, & the order & resolution of Oct. 5, 1868, as hereinbefore set forth, were framed, devised, & intended by the parties thereto for the purpose of obtaining from said county for said R. R. co., & said R. R. co. did so obtain, without any consideration therefor, all right & claim & pretense of right said co. might then have, or claim to have, or to be entitled to any stock in said R. R. co., or to be a member or stockholder thereof or therein, & all rights & shares, estates or interest, or claim or pretense thereof, said co. might have or be entitled to in said company as a stockholder or otherwise, & all consideration or pretence of

381 consideration said county might have or claim to have, or to have received for said pretended bonds & coupons issued as aforesaid, on said 6th & 27 days of Sept., 1867, & issued or to be issued on the 22d

day of June, 1868, & each & all of said pretended bonds & coupons; and for the purpose of annulling & cancelling & forfeiting any stock said county might have or claim to have or be entitled to in said co., & any subscription said county or said company might claim had been or should be made to the capital stock of said co. by said county, or by any person in its behalf. Wherefore deft. says all consideration or pretense of consideration for each and all of said pretended bonds & coupons has been cancelled & annulled, & has wholly failed. That said pretended bonds & coupons & each & all of them are wholly without consideration & are void.

That the instruments described & set forth as bonds of said county in the petition herein, & in each of the several counts thereof, are part of the pretended bonds issued as herein described, & not other or different, & that the several instruments declared on & described as coupons in each of the several counts in the said petition are part of the pretended coupons attached to the pretended bonds aforesaid issued as aforesaid, & none others. That the plffs. herein received the said pretended bonds & coupons, & each & all of them, with full notice of the order of said board made on the 10 day of Octo., 1865, as set forth in the 2d defense set up in this answer, & of the terms thereof, & of the order & agreement made, as hereinbefore set forth, on the 19 day
382 of July, 1868, & of the terms thereof, & of the order & resolution made, as hereinbefore recited, on the 5th day of Octo., 1868, & of the terms thereof, & of each & every of the facts & matters of defence hereinbefore set forth, as herein stated. That the said plffs., at & before the time the several coupons declared on in the several counts in said petition came to & were received by them, had full & actual knowledge of the said order of Oct. 10, 1865, & of the terms thereof, & of the said order & agreement of July 19, 1868, & of the terms thereof, & of the said order & resolution of Oct. 5, 1868, & of the terms thereof, & of each & all the facts & matters of defence hereinbefore in this answer set forth, as herein stated. That said plffs. received said pretended bonds & coupons, & each of them, before any interest was ever collected or paid by said co. on said bonds or coupons, or any of them, & before any of said bonds or coupons were registered in the office of the auditor of the State of Kansas, as stated in the said petition. That the plffs. herein are not holders, for value, of said coupons or any of them, & that said pretended bonds & coupons were assigned by said R. R. co. to said plffs. without any valuable consideration, or any consideration paid or given therefor.

Wherefore defts. says plffs. ought not to have or maintain their action for said pretended coupons in the several counts aforesaid respectively set forth, or any or either of them, or for the amount thereof, or any part thereof.

And the said deft. for a further answer to the said petition & to the several counts thereof, being the counts of said petition from the
383 of said counts inclusive, & from the of said counts inclusive, being all the counts of said petition in which instruments purporting to be coupons are declared on & described & stated to have been issued on the 22d day of June, 1868, & to each of said several counts saith, that on or about the 10th day of Octo., 1865, the board of co. com'rs of the co. of Johnson aforesaid made & caused to be entered of record on the record of their proceedings the order set forth at length in the 2d defense in this answer in terms as therein stated & set forth; that afterward, on the 7th day of November, 1865, a vote of the qualified electors of said county was taken pursuant to said order, & a major-

ity of the qualified electors of said county voting at said election voted "For subscription to railroad." That afterwards, on or about the 19th day of June, 1868, B. F. Hollenback, John Brady, & John Fulcher, who then constituted the board of co. com'rs of said county, at a meeting of said board, made an order & agreement with the said K. & N. V. R. R. Co., & caused the same to be entered of record on the record of the proceedings of said board as an order & agreement of said board & of said R. R. co., as set forth at length in the 6th & next preceeding defense set up in this answer, and in the terms therein stated & set forth, & that the person named therein & the R. R. named therein are the person & the R. R. named & intended as set forth in the said 6th & next preceeding defense in the answer. That afterwards, on or about the 5th day of Octo., 1868, the board of co. com'rs of said
384 county made & passed an order & resolution, & caused the same to be entered of record on the record of their proceedings, stated at length in the 6th & next preceding defence in this answer & in terms as therein stated & set forth. That on or about the 22d day of June, 1868, the said Hollenback, Brady, & Fulcher, who then constituted the board of co. com'rs of said co., under color of said order for an election made on Octo. 10, 1865, as hereinbefore recited in the 2d defence in this answer, and of the election hereinbefore specified, held on Nov. 7, 1865, & in pursuance of the said order & agreement of June 19, 1868, & by no other authority, did execute pretended bonds, purporting to be the bonds of Johnson co., in the aggregate amount of $50,000, payable to the said R. R. co., or bearer, 30 years after the date thereof, with interest, payable semi-annually, at the rate of 7 per cent. per annum, with instruments purporting to be coupons for such interest attached, & delivered the same to one J. E. Hayes to be delivered to said R. R. co., when said R. R. co. should have complied with the terms of said order & agreement of June 19, 1868. That afterwards, on or about the 15th day of Dec., 1868, in pursuance of said order & agreement of June 19, 1868, & of said order & resolution of Oct. 5, 1868, each as hereinbefore recited in the 6 & next preceding defense set forth in this answer, said pretended bonds & coupons were delivered to said R. R. co., & said company did receive the same without any stock of said R. R. co. being issued therefor or received by said county or by any person for said co. therefor, & without any valid consideration therefor, or any consideration therefor, received by or moving to said county.

385 That from & after said 19th day of June, 1868, the said county has not had, nor pretended to have, nor has it been allowed or admitted by said R. R. co. to have, any stock in said R. R. co., or to have or exercise any right in said R. R. co. as stockholder or otherwise, or to be a member or stockholder of said co., or to have any rights, shares, interest, or estate therein as stockholder thereof, or in any manner whatsoever. That the order & agreement of June 19, as hereinbefore recited & set forth in the 6th & next preceding defence in this answer, & the said order & resolution of Octo. 5, 1868, as hereinbefore in like manner set forth, were framed, devised, and intended by the parties thereto for the purpose of obtaining for said R. R. co. from said county, and without any consideration therefor, all right & claim or pretence of right said co. might then have or claim to have, or might thereafter claim to be entitled to, in any stock of said R. R. co., & all rights, shares, estate, or interest, or claim, or pretense thereof, said county might then & thereafter have or claim to have or to be entitled to in said company as stockholder or otherwise, & for the purpose of annulling, cancelling, & forfeiting any stock said county might have or claim

to have or be entitled to in said company, and any subscription said county or said company might claim had been or should be made to the capital stock of said company by said county, or by any person in its behalf, and that the order & agreement of June 19, 1868, aforesaid, & said order & resolution of Octo. 5, 1868, aforesaid, were obtained & procured to be made by said R. R. co., & were made for the purpose of inducing & enabling, & did induce & enable, the said Hallenback, Brady,
& Fulcher, com'rs as aforesaid, to issue the said pretended bonds
386 & coupons issued as aforesaid, on the 22d day of June, 1868, & delivered on the 15 day of December, 1868, without any consideration or pretence of consideration whatever moving to or received by said county therefor.

Wherefore defendant says said pretended bonds & coupons issued as aforesaid were received & delivered without any consideration therefor whatever. That the said pretended bonds issued as aforesaid are the several bonds described & set forth in the several counts of the petition herein, being the *being the* several counts in this defense first above set forth, & not other or different, & that the several instruments declared on and described in the said several counts aforesaid as coupons are part of the pretended coupons attached to the pretended bonds & coupons aforesaid, & none others. That the plffs. herein received the said pretended bonds and coupons aforesaid, & each & all of them, & held the same, before any interest had been paid or collected on said bonds, or any of them, by said county, & before the said bonds or any of them were registered in the office of the auditor of the State of Kansas as stated in the petition herein, & that said plffs. received the said pretended bonds & coupons, & each & all of them, with full notice of the order of said board of Octo. 10, 1865, & hereinbefore set forth & recited in the 2d defense of this answer, & of the terms thereof, & of the order & agreement of July 19, 1868, as hereinbefore recited & set forth in the 6th & next preceding defense of this answer, & of the terms thereof, & of the order & resolution of Octo. 5, 1868, as hereinbefore in like
387 manner recited & set forth, & of the terms thereof, & of each & every of the facts & matters of defence hereinbefore set forth as herein stated.

That the said plffs., at & before the time the several coupons declared on in the said several counts in said petition came to & were received by them, had full & actual knowledge of the order of Octo. 10, 1865, & of the terms thereof, & of the order & agreement of June 19, 1868, & of the terms thereof, & of each & all the facts & matters of defence hereinbefore set forth, as herein stated.

That said plffs. are not the holders, for value, of said several coupons, or any of them, & that said pretended bonds & coupons, & each of them, were assigned to the plffs. by said R. R. co. without any valid consideration paid or given therefor.

Wherefore deft. says plffs. ought not to have or maintain their action for said pretended coupons in said counts respectively set forth, or either of them, or for the amount thereof, or any part thereof.

Said deft. prays judgment, that it may go hence discharged without day, & recover its costs in this behalf expended.

COBB & COOK,
DEVENNEY & GREEN,
Attorneys for Defendant.

(Endorsed:) No. 660. Circuit court of U. S., dist. of Kansas. N. Thayer et al. vs. Board of County Com'rs of Johnson County. Deft.'s answer. Filed June 11, 1874. A. S. Thomas, clerk.

And on this day, to wit, June 11, 1874, the plaintiffs, by their
388 attorneys, filed in the clerk's office of said court their reply in said entitled action, which said reply is in the words & figures following, to wit:

Reply.

U. S. circuit court, district of Kansas.

NATHANIEL THAYER ET AL., PLFFS.,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, deft. } Reply.

Now come the plaintiffs above named, and for reply to the 2, 3, 4, 5, 6, 7, 8, 9, & 10 defenses of the answer of the defendant herein, deny each and every allegation in each of said defenses contained.

II. And for a second & further reply to said defenses, said plaintiffs allege that the Kansas & Neosho Valley Railroad Company was, on the 8th day of March, 1865, duly incorporated under the provisions of an act of the legislature of the State of Kansas, entitled "An act to provide for the incorporation and regulation of railroad companies," approved February 13th, 1865; that the name of such corporation was afterwards, & on or about the 10th day of October, 1868, changed, under the provisions of the laws of the State of Kansas, to Missouri River, Ft. Scott & Gulf Railroad Company, its present corporate designation.

That this corporation, as is expressed in the certificate of incorporation on file in the office of the secretary of state of the State of Kan-
389 sas, was created "for the purpose of constructing a line of railway from the eastern terminus of the Union Pacific Railroad, E. D., on the State line dividing Kansas & Missouri, running thence to the southern boundary of the State of Kansas, in the valley of the Neosho River."

That the eastern terminus of the Union Pacific Railroad, E. D., was on the south side & near the mouth of the Kansas River, & near Kansas City, in the State of Missouri; that it was always the intention of the incorporation to construct such line of railroad through the eastern tier of counties of said State, from north to south, through the counties of Johnson, Miami, Linn, Bourbon, Crawford, & Cherokee.

That on the 3rd day of September, 1866, at a regular meeting of the board of directors of the Kansas & Neosho Valley Railroad Company, held at Olathe, in said county of Johnson, on that day, William C. Smith, one of the then board of county commissioners of said county, for & on its behalf, & who was duly authorized thereto, presented to said board of directors a subscription, in the name & for the benefit of said county, of one hundred thousand dollars, ($100,000,) to the capital stock of said Kansas & Neosho Valley Railroad Company, which said subscription, & the authority of said William C. Smith to represent said county, were evidenced by a copy of a resolution of the board of county commissioners of said county of Johnson, made on the day &
390 year aforesaid, & duly certified to under the hand of the clerk & the seal of said county; which said certified copy of such resolution was by said Smith then & there delivered to the board of directors of said railroad company, & is in the words and figures following, to wit:

"Whereas, on the 7th day of November, A. D. 1865, an election was

held in Johnson County, Kansas, in pursuance of an act of the legislature of the State of Kansas, entitled 'An act to authorize counties & cities to issue bonds to railroad companies;' and at said election the question submitted to the qualified electors of said county for decision was whether the board of county commissioners of said county should be authorized to subscribe capital stock, in the name & for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad commencing at or near the mouth of the Kansas River, on the south side thereof; thence in a southern direction to Olathe, in Johnson County; thence in a southern direction through said county to the southern boundary of the State of Kansas; and whereas at said election, held as aforesaid, a majority of all the electors voting decided for subscription of stock in the sum of one hundred thousand dollars to and in the construction of a railroad; and whereas the Kansas & Neosho Valley Railroad Company have been incorporated & organized according to law, & have commenced the work of constructing a railroad beginning at that point, & running *of* the line & in the direction heretofore set forth: Now, therefore, by virtue of the power vested in
391 us by law, we, the board of county commissioners of Johnson County, convened in regular session *of* the city of Olathe, on the 3d day of September, A. D. 1866, do subscribe, in the name of & for the benefit of Johnson County, the sum of one hundred thousand dollars ($100,000) to the Kansas & Neosho Valley Railroad Company, provided that said railroad company commence the line of their said road near the mouth of the Kansas River, on the south side thereof, thence run, locate, & construct the same south the county of Johnson via the city of Olathe, thence to run in a southern direction through said county of Johnson to the southern boundary of the State of Kansas; and provided further that no part of the bonds shall be issued on this subscription until the work on said road shall be actually commenced in said county of Johnson, & and then only in pro-rata assessments as the work progresses; and provided further that the whole of said sum of one hundred thousand dollars shall be expended within the limits of said county of Johnson; that said bonds, when issued as herein provided for, shall bear interest after delivery at the rate of 7 per cent. per annum, & be redeemable within thirty years.

"DAVID M. WILLIAMS,
"*Chairman of Board of County Commissioners.*

"Attest: F. E. HENDERSON,
County Clerk.

"And it is further ordered that Wm. C. Smith be appointed to represent the stock taken by Johnson County in said road."

392 "THE STATE OF KANSAS,
"*Johnson County, ss:*

"I hereby certify that the above and foregoing is a true copy of resolution & order passed by the board of county commissioners for said county, at their session held September 3, 1866.

"In testimony whereof I have hereunto set my hand and official this 3rd day of September, 1866.

[SEAL.] "F. E. HENDERSON,
"*County Clerk.*"

That said board of directors then & there accepted such subscription, & the said William C. Smith thereupon, in the name of said Johnson County, subscribed upon the stock-book of said Kansas & Neosho Val-

ley Railroad Company for one thousand (1,000) shares of its capital stock, each of the par value of one hundred dollars, ($100,) making the aggregate of such subscription the sum of one hundred thousand dollars, ($100,000.)

That thereupon said county of Johnson, 'came entitled to & thenceforth & until after the annual meeting for the election of directors for said company, held on the 8 day of September, 1868, exercised all of the rights & privileges of a stockholder in said railroad company.

That at a regular meeting of the board of directors of said railroad company, held at Olathe on the 9th day of April, 1867, a call was made upon all of the stockholders of said company for the payment by them of the entire amount of their respective subscriptions; that in payment of the stock so subscribed for by said county of Johnson, & in pur-
393 suance of said call, the bonds of said county, to the amount of one hundred thousand dollars, ($100,000,) a portion of which are mentioned and described in the petition herein, were duly executed by said county, and delivered to said railroad company in two lots of fifty thousand dollars ($50,000) each, the first in the month of September, 1867, & the second in the month of June, 1868.

That prior to the issuing of any of said bonds the work on said road was actually commenced in said county of Johnson by acquiring the right of way & grading of road-bed, & along the same line & by the way of Olathe, that the road was afterwards built & is now being operated.

That there was expended by said company within the limits of Johnson County, upon the construction of said railroad, over five hundred thousand dollars, ($500,000.)

That said railroad was completed by said company and put in operation from its northern terminus to Olathe on or about December 1st, 1868, & was completed to the southern boundary of Johnson County on or about April 15th, 1869, & was wholly completed & put in operation through the counties of Johnson, Miami, Linn, Bourbon, Crawford, & Cherokee, to the southern boundary of the State of Kansas, on or about the 30th day of April, 1870, & has ever since that time been operated by said railroad cempany.

III. And for a third and further reply to the 9th & 10th de-
394 fences in said answer contained, making the second reply, & all the matters therein set forth, a part hereof, said plaintiffs allege that after the subscription by said county of Johnson to the capital stock of the said Kansas & Neosho Valley Railroad Company, & after the payment by it of the sum of fifty thousand dollars ($50,000) in its bonds, in pursuance of the call in said second reply set forth, but before said county had paid any portion of the remaining fifty thousand dollars ($50,000) of said subscription so as to entitle it to a certificate of stock, the county commissioners of said county, by virtue of the power and authority to them given by the provisions of an act of the legislature of the State of Kansas entitled "An act relating to counties & county officers," approved February 25th, 1860, & contained in chapter 52 of the Compiled Laws of Kansas of 1862, for a valuable consideration sold said stock to said railroad company, & entered into the written agreements relative thereto as in said answer set forth.

C. W. BLAIR &
PRATT & FERREY,
Attys. for Plff's.

(Endorsed:) No. 660. Term No. 50, U. S. circuit court, district of Kansas. Nathaniel Thayer et al. vs. The Board of County Commissioners of

the County of Johnson. Reply. Filed June 11, 1874. A. S. Thomas, clerk.

And on this day, to wit, November 24, 1874, the parties hereto, by their attorneys, filed in the clerk's office of said court their stip-
395 lation in said-entitled action, which said stipulation is in the words & figures following, to wit:

Stipulation and waiver of jury.

In U. S. circuit court in and for the district of the State of Kansas.

NATHANIEL THAYER & OTHERS, PLFF., *vs.* THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson & State of Kansas, defendant.	Nos. 660 & 960, consolidated.

It is hereby stipulated that the testimony in this case be taken at Olathe, Kansas, and Kansas City, Missouri, during the present week, reduced to writing, and submitted to the court Monday of next week, Nov. 30th, 1874. In case of accident or inability to procure the attendance of any witness or witnesses at Olathe or Kansas City, the parties hereto agree to take such testimony orally, before a notary public or other officer authorized to take depositions, on Monday next, & submit the same with the other testimony in the case. A trial by jury is hereby expressly waived.

Nov. 24, 1874.

PRATT & FERREY & C. W. BLAIR,
Attys. for Plffs.
COBB & COOK & DEVENNEY & GREEN.

(Endorsed:) Nos. 660 & 960, consolidated. U. S. circuit court. N. Thayer et al. vs. Co. Comr's Johnson Co. Stipulation as to taking testimony & waiver of jury. Filed Nov. 24, 1874. A. S. Thomas, clerk.

396 And on this day, to wit, Monday, November 30th, 1874, in the November term, A. D. 1874, of said court, in the record of the proceedings thereof in said-entitled action is the following entry, to wit:

Journal entry.

Consolidated.	NATHANIEL THAYER ET AL. *vs.* THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson.	660.
	NATHANIEL THAYER ET AL. *vs.* THE BOARD OF COUNTY COMMISSIONERS of the County of Johnson.	960.

Now comes the plaintiffs in the above-entitled causes as consolidated, by Wallace Pratt and C. W. Blair, his attorneys, and also the defendants, by Cobb & Cook & Devenney & Green, its attorneys, and by a written stipulation filed herein a jury is waived and these causes so consolidated submitted to the court for trial, and the court having heard

the evidence adduced, the causes are submitted on briefs to be filed; plaintiff to file on or before the 15th day of January next, and the defendants on or before the first day of February next, and files and briefs to be then forwarded by the clerk to circuit judge at Davenport, Iowa.

And on this day, to wit, June 10, 1875, the defendant by its attorneys filed in the clerk's office of said court its motion to vacate findings in said-entitled action, which said motion to vacate findings is in the words and figures following, to wit:

397 *Motion to vacate findings.*

In the circuit court of the United States, district of Kansas.

NATHANIEL THAYER, F. W. PALFREY, & George W. Weld, plaintiffs, *vs.* THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendant.	No. 660 & 960.

The above-named defendant respectfully shows to the court:

1st. That this court in the findings of fact made by it in said cause has not passed upon or made any finding on material issues of fact which were made by the pleadings and submitted to the court in said cause, and upon which evidence was offered by the parties.

2d. The court has found as facts in this cause a portion of the evidence offered without any finding upon the facts or issues made in said cause upon which said evidence was offered.

3d. The court has, in its findings of fact, disregarded a part of the evidence in this cause, without any finding upon the facts and issues upon which said evidence was offered.

4th. The findings of the court of the facts in this case are against the evidence and against the weight of evidence.

5th. The findings of fact in this cause and the conclusion of law thereupon were made by the court without hearing counsel for defendant in this cause on the merits, without fault of the defendant or its counsel

398 6th. Wherefore the defendant moves the court to vacate and set aside the findings of fact in this cause, and to give counsel a hearing on said cause, to make such finding as shall be warranted by the evidence and issues joined therein.

Defendant offers the evidence in said cause, & files affidavits in support of this motion.

COBB & COOK.
DEVENNEY & GREEN,
For Defendant.

(Endorsed:) No. 660 & 960 consolidated. N. Thayer et al. vs. Board of Co. Commissioners of the County of Johnson. Motion to vacate findings in cause, &c. Filed June 10, 1875. A. S. Thomas, clerk.

And on this day, to wit, Wednesday, June 16th, 1875, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof in the said entitled action is the following entry, to wit:

Journal-entry.

NATHANIEL THAYER ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 660.

NATHANIEL THAYER ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson. } 960.

On motion of the defendant herein, ordered that the motion of the defendant filed herein on June 10, 1875, to vacate the findings of fact in this cause and to grant counsel a hearing in the cause, &c., be
399 continued for hearing by Judge Dillon, counsel to file their argument for final hearing by the first of October next.

And on this day, to wit, Tuesday, December 7, 1875, in the November term, A. D. 1875, of said court, in the record of the proceedings there of in said entitled action is the following entry, to wit:

Special findings.

Consolidated.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendants. } 660.

NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, defendants. } 960.

Now come the parties, by their attorneys, and the motion filed at the last term to vacate findings in this cause is withdrawn, and the submission of said cause made at the November term, 1874, is set aside and the cause is resubmitted to the court as of this term.

In these two actions a jury was waived in writing, & by consent they were tried before the court upon testimony adduced by the parties and an agreed statement of facts. From the said testimony & agreed
400 facts the court makes the following special findings of facts, which is made part of the record in this cause. The plaintiffs as trustees are the holders of all the coupons in suit, & produced the same at the trial.

That the Kansas & Neosho Valley R. R. Co. was on the 8th day March, 1865, duly incorporated under the act of the legislature of Kansas entitled "An act to provide for the incorporation & regulation of railroad companies," approved February 13th, 1865.

That the annexed exhibit marked "A" is a true copy of the original articles of association ot said company.

That the annexed Exhibit B is a true copy of the original stock subscription of said company, and shows all the subscriptions made to the original capital stock thereof, and that two per cent. of the stock subscribed by individuals was paid then the subscription was made.

That on the 8th day of September, 1868, upon a request in writing of a majority of the stockholders of said railroad company, the authorized capital stock was increased by the board of directors to the sum of $500,000.

That a petition was filed August 3d, 1868, in the proper court of Johnson County for a change in the name of said corporation to Missouri River, Fort Scott & Gulf Railroad, and said change was duly made October 5th, 1868, by said court, a copy of which decree was filed in the office of the secretary of state October 10, 1868.

That the eastern terminus of the Union Pacific Railroad, E. D., was on the south side of and near the mouth of the Kansas River, & near
401 Kansas City, in the State of Missouri.

That on the 10 day of October, 1865, the board of county commissioners of the county of Johnson made & entered on the record of their proceedings the order for an election, a copy of which is set forth at length in the second defence of the defendant's answer herein.

That on the 7 day of November, 1865, an election was held upon the question submitted by said order, and under the authority of said order, and a majority of the qualified electors of said county voting on said question, voted ballots enscribed, "For subscription to railroad," and the vote was canvassed and the result thereof recorded by the board of county commissioners of said county.

That no final survey & location of the line of railroad of said company was actually made till after the 3d day of September, 1866, and the map & profile of said road was duly filed in the clerk's office of the county of Johnson, October 22d, 1868.

That no order for an election was ever made on which an election was held in said county, nor any action of the commissioners of said county ever had determining such election had been held, or the result thereof, or any proposition to subscribe stock in or issue bonds of said county to the Kansas & Neosho Valley R. R. Co., except so far as the order, election, & canvass aforesaid was such an order, election, & canvass.

That on the 3d day of September, 1866, the board of county commissioners of Johnson County made the order recited as the order
402 of subscription in the second section & count of the plaintiffs' reply.

That on the day of September, 1866, William C. Smith, the commissioner named in said order, presented the same to the board of directors of the Kansas & Neosho Valley R. R. Co., and thereupon said board of directors passed and adopted a resolution, as follows: "Resolved, That the company accept the subscription of one thousand shares, one hundred thousand dollars stock, tendered by the county of Johnson, by the commissioners of said county, bearing date the 3d day of September, 1866, and that said county of Johnson be, and is henceforth, a stockholder in said company to the amount of one hundred thousand dollars, one thousand shares;" and notified said commissioners of such acceptance, and said William C. Smith thereupon signed the name of said county of Johnson to said subscription list, a copy of which, marked "Exhibit B," is hereto annexed, and the figures opposite thereto as the same now appears on said exhibit.

That no certificate of stock in said company was ever delivered to the county of Johnson, or to any officer or commissioner thereof for said county.

That William C. Smith, the said commissioner, appeared and voted in the name of the county of Johnson on one thousand shares of the stock of said company at the meeting of stockholders of said company, held September 10th, 1867, and September 7 & 8, 1868.

403 That in April, 1867, the board of directors of said company passed the following resolution:

"Resolved, That an assessment of one hundred cents on the dollar be, and is hereby, made on all stock subscribed by cities and counties to this company, and a like amount on all individual subscriptions, except on that portion of individual stock upon which two per cent. has been paid, and in all such subscriptions the sum of ninety-eight cents on the dollar is hereby assessed."

That none of the individual stockholders residing in the State of Kansas ever paid any portion of said assessment, nor was any action taken by the company to compel such payment, and that on September 8th, 1868, the greater portion of this individual stock was transferred to James F. Joy, one of the directors of said railroad co.

That in 1867, before the 1st day of September, 1867, the railroad co. finally located its line, and commenced the work of grading and building its railroad in and through the county of Johnson.

That on the 6th and 27th days of September, 1867, bonds like those described in plffs.' petition, & dated at said dates, to the amount of $50,000, ℔ were executed by the officers of the county & delivered to said railroad co., under color of the election of Nov. 7, 1865, aforesaid, the order made Sept. 3d, 1866, aforesaid, & the several facts hereinbefore recited.

That the bonds described in the petition as dated the 6th and 27th of Sept., 1867, are part of the bonds so issued.

404 That similar orders, elections, and orders of subscription had been made and had by and in the counties of Miami & Bourbon, in the State of Kansas, in the amount of $150,000℔ each, and the city of Kansas, Missouri, has subscribed $200,000℔ to the stock of said company, & issued its bonds in payment thereof.

That on the 8th day of June, 1868, James F. Joy made a contract with the Secretary of the Interior of the United States for the purchase of the lands described in the mortgage hereinafter mentioned, and known as the neutral lands, in Bourbon, Cherokee, & Crawford Counties, Kansas.

That on the 19th day of June, 1868, the board of county commissioners of Johnson County & said R. R. co. made the agreement recited at length in the 9th section of the answer of defendant.

That on June 22d, 1868, the board of county com'rs of Johnson County executed bonds in the form of those described in the petition as of that date, & deposited the same in escrow with Josiah E. Hayes, the person named in the agreement of June 19th, 1868. That said bonds were executed under the orders for election, election & subscription order aforesaid, & in pursuance of said agreement of June 19, 1868.

That on the 18 day of June, 1868, a similar agreement to that of June 19, 1868, aforesaid, was made by said railroad co. and the commissioners of Miami County, and on the 20th day of June, 1868, a similar agreement was made between said R. R. co. & Bourbon County, and at or about the same time a similar agreement was made between the said R. R. co. & the corporate authorities of Kansas City, Mo.

405 That on the 8th day of September, 1868, Nathaniel Thayer, one of the plffs. was elected a director in the said R. R. co., & has ever since acted as such.

That on the 5th day of October, 1868, the board of co. commissioners of Johnson Co., at the instance of Kersey Coates, president of said R. R. co., made the order extending the time for the completion of the agreement of June 19, 1868, set forth in def't's answer.

That the railroad co. complied with the terms of the agreement of June 19, 1868, as so extended, & completed its road to the point at or near the town (now city) of Olathe, at which it has ever since be'n and now is located, on the 19th of November, 1868, and that the railroad of said R. R. co. was on the 30' day of April, 1870, completed & put in operation through the counties of Johnson, Miami, Linn, Bourbon, Crawford, & Cherokee, to the south boundary of the State, & has been ever since & now is operated throughout its whole extent.

That on the 15th day of December, 1868, the said Josiah E. Hayes delivered said bonds to said R. R. co.

That since November 19th, 1868, the county of Johnson & its commissioners & officers for it have not been recognized as a stockholder in said company by said R. R. co., its officers or directors, & have taken no part & made no effort or claim of a right to take part in any corporate meeting of said company.

That on or about March 29, 1869, the said R. R. co. & the plffs.
406 executed the mortgage or deed of trust bearing date January 1, 1869, a true copy whereof is hereto annexed marked "C."

That immediately upon the execution of said mortgage or deed of trust all of the aforesaid bonds of Johnson County which are described in the plffs' petition were delivered by said R. R. co. to the plffs. as such trustees, and the same are now held by plffs. as such trustees, & this action is brought upon coupons of such bonds now past due according to the terms thereof.

That the said R. R. co. had, before said coupons were due, issued & transferred for value negotiable bonds of said company, described in and secured by the mortgage or deed of trust aforesaid, of and for value of five million of dollars, & that said bonds are now outstanding & unpaid in the hands of various parties, and there is now due thereon interest to the amount of $500,000 , and that these are the same bonds recited in the mortgage or deed of trust.

That the county of Johnson levied taxes upon the taxable property of the county in the year 1869, & thereafter, to pay the coupons that fell due on said bonds till the coupons that are declared on in the petition fell due, and that all the coupons which have become due on the bonds described in the petition before those sued on have been paid by said county.

That there was during the whole of 1865, & ever since has been, a town incorporated, now a city, called Olathe, in Johnson County,
407 Kansas, which was the county seat of said county; said town is situated nearly in the centre of Olathe Township, in said county, & the latter includes sixty-four square miles of land. On the 10th of October, 1865, & afterwards there was on file in the office of the register of deeds of said county a plat of Olathe which included the northeast ¼ of section 35 & the southeast ¼ of section 26, town. 13, range 23. There was also then on file in said office a plat of Cornwall & Barton's addition to Olathe which included the south half of the S. W. ¼ of sec. 26 in said township & range.

May 2d, 1866, there was filed in said office a plat of Hayes' addition to Olathe, which included the north half of the N. W. ¼ of sec. 36, same township and range. June 11, 1868, there was filed a plat of Burris & Ocheltree's addition to Olathe, which included the west half of the N. E. ¼ of section 36, same township & range.

The annexed plat is a correct map of said plats, and shows their connection & the line of the railroad.

The railroad of the company was located and finally built through

Burris & Ocheltree's addition to Olathe, but at the nearest point is ⅝ of a mile from the lands included in the plat of Olathe, above referred to, as it originally existed, over 60 rods from Cornwall & Burton's addition to Olathe, existing October 10, 1865, and about ½ of a mile from Hayes' addition.

The town of Olathe and additions thereto were incorporated as a city of the 2d class April 12, 1870.

C. W. Blair & Pratt & Ferrey, attys. for plffs.

Cobb & Cook & Devenney & Green, attys. for deft.

408 EXHIBIT A.

To all whom these presents shall come:

Know ye, 1st, That by and under the authority of an act of the legislature of the State of Kansas, entitled "An act to provide for the incorporation and regulation of railroad companies, approved February 13th, A. D. 1865, and an act amendatory thereto, approved February 14th, A. D. 1865, we whose names are hereto and hereinafter subscribed do declare that there is hereby created a body corporate, under the name and style of the Kansas and Neosho Valley R. R. Co.

2d. That John A. J. Chapman, Charles G. Keeler, and Samuel Beatie, of Wyandotte County, Kansas; William Holmes, B. S. Riggins, Alfred J. Lloyd, and Milton J. Payne, of the city of Kansas, State of Missouri; and John T. Weaver, J. B. Mahafie, and A. L. Williamson, of the county of Johnson, and State of Kansas, do hereby associate ourselves by the name and style aforesaid, with authority and power to open books and procure subscription to the capital stock of said company.

3d. That the aforesaid company is created for the purpose of constructing a line of railway from the eastern terminus of the Union Pacific Railroad, E. D., on the State line dividing Kansas and Missouri, running thence to the southern boundary of the State of Kansas in the valley of the Neosho River.

4th. That the capital stock of said railroad company is hereby fixed at eight hundred and fifty-thousand dollars, ($850,000,) to be
409 divided into shares of eight thousand five hundred, and of one hundred dollars a share.

In witness whereof we, the aforesaid associate corporators, hereunto set our hands and seals this 27th day of February, A. D. 1865.

[Stamp.]

JNO. A. J. CHAPMAN.	[SEAL.]
CHAS. G. KEELER.	[SEAL.]
SAML. BEATTIE.	[SEAL.]
WILLIAM HOLMES.	[SEAL.]
ALFRED J. LLOYD.	[SEAL.]
MILTON J. PAYNE.	[SEAL.]
J. T. WEAVER.	[SEAL.]
J. B. MAHAFIE.	[SEAL.]
A. L. WILLIAMSON.	[SEAL.]
B. L. RIGGINS.	[SEAL.]

STATE OF MISSOURI,
County of Jackson, ss:

We, Chas. G. Keeler, Samuel Beattie, and Milton J. Payne, three of the aforesaid persons, after being duly sworn, do solemnly declare, under oath, that we and the other named parties thereto did severally subscribe

our names to the above and foregoing certificate, and that the contents thereof were carefully read by each, and each severally subscribed his name thereto.

CHAS. G. KEELER.
SAML. BEATTIE.
M. J. PAYNE.

Sworn to before me and subscribed in my presence this third day of March, 1865.

In witness whereof I have hereto subscribed my name and affixed the seal of said court on the day and date last above written.

410 [SEAL.] CHAS. H. VINCENT,
Clerk of the Kansas City Court of Common Pleas.

[Stamp.]

STATE OF MISSOURI,
County of Jackson, ss:

Be it remembered that on this 3rd day of March, 1865, personally came before me, Chas. H. Vincent, clerk of common pleas court for Kaw township, in said county, John A. J. Chapman, Charles G. Keeler, Samuel Beattie, William Holmes, Alfred J. Lloyd, Milton J. Payne, and B. L. Riggins, well known to me to be the identical persons whose names are severally subscribed to the above and foregoing articles of association as parties thereto, and severally acknowledged the signing thereof as their voluntary act, for the uses and purposes therein stated. In witness whereof I have hereto set my hand and affixed the seal of said court, at office in the city of Kansas, the day and year first above written.

[SEAL.] CHAS. H. VINCENT,
Clerk.

[Stamp.]

STATE OF KANSAS,
County of Johnson, ss:

Be it remembered that on the 2d day of March, 1865, personally came before me, S. B. Myrick, clerk of the district court in and for said county, T. J. Weaver and J. B. Mahafie, all well known to me to be the identical persons whose names appear to the above and foregoing articles of association as parties thereto, and severally acknowledged the signing thereof as their voluntary act, for the uses and purposes therein stated.

In witness whereof I have hereto set my hand and affixed the
411 seal of our said court. Done at office in Olathe the day and year first above written.

[SEAL.] S. B. MYRICK,
Clerk,
By B. P. NOTEMAN,
Deputy Clerk.

[Stamp.]

STATE OF KANSAS,
County of Johnson, ss:

Be it remembered that on this 3d day of March, A. D. 1865, personally came before me, Chas. G. Keeler, a notary public in and for the county and State aforesaid, A. L. Williamson, well known to me to be the identical person whose name appears to the above and foregoing articles of incorporation as party thereto, and aeknowledged the signing thereof as his voluntary act, for the uses and purposes therein stated.

In witness whereof I have hereto set my hand and affixed my notarial seal at my office in Shawnee this 3d day of March, 1865.

[SEAL.] CHAS. G. KEELER,
Notary Public.

I, W. H. Smallwood, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument of writing filed in my office March 8, A. D. 1865.

In testimony whereof I have hereunto subscribed my name and affixed { GREAT SEAL OF STATE. } the great seal of state. Done at Topeka this 2d day of June, A. D. 1874.

W. H. SMALLWOOD,
Secretary of State.

412 B.

Stock-book of the Kansas & Neosho Valley R. R. Co., opened for the subscription of shares to the capital stock of said company at the town of Olathe, Johnson County, Kansas, on Thursday, the 27th day of April, 1865, pursuant to notice, as follows:

Railroad notice.

Notice is hereby given that on the 27th day of April, A. D. 1865, books for the subscription to the capital stock of the Kansas and Neosho Valley R. R. Co. will be opened at the company's office in the court-house at Olathe for the purpose of securing $850,000 stock to said road, and to be kept open from day to day until the entire stock is taken.

By order of the board of corporators.

MILTON J. PAYNE.	JOHN A. G. CHAPMAN.
J. T. WEAVER.	CHARLES G. KEELER.
J. B. MCHAFFIE.	SAML. BEATRICE.
A. L. WILLIAMSON.	WM. HOLMES.
B. L. RIGGIN.	ALFRED G. LOYD.

Published in the Olathe Mirror, a newspaper printed in said town of Olathe.

Date.	Names of subscribers.	No of shares.
April 27.	M. J. Payne	Twenty, (20.)
" "	C. G. Keeler	Twenty, (20.)
" "	J. W. Weaver	Twenty, (20.)
" "	Jno. A. J. Chapman	Twenty, (20.)
" "	B. L. Riggins	Twenty, (20.)
" "	William Roy	Ten, (10.)
" "	J. B. Mahaffie	Twenty, (20.)
413 " "	Samuel Beatrice by C. G. Keeler, his atty	Twenty, (20.)
" "	A. L. Williamson	Twenty, (20.)
	Jno. A. J. Chapman, Wyandotte	Sixty, (60.)
	C. G. Keeler, Shawnee	(60,) sixty.
	J. B. Mahaffie, Olathe	(60,) sixty.
	J. L. Weaver, Olathe	(60,) sixty.
	J. P. Root, Wyandotte	(80,) eighty.
	Wm. Holmes, Kansas City	(80,) eighty.

	W. R. Wagstaff, Paola, 10 shares to J. A. Boles	(80,) eighty.
	K. Coates, Kansas City	(80,) eighty.
	A. J. Lloyd, Kansas City	(80,) eighty.
	Theodore S. Case, " "	(50,) fifty.
	R. I. Vanhorn, " "	(50,) fifty.
	John T. Burris, Olathe	5, five.
	W. T. Shively, Paola	1.
	A. P. Shannon, Paola	1.
	B. Snyder, Paola	5.
	Miami County, Kansas	1,500.
1866.		
Sept. 6.	Cyrus Leland	1.
" "	H. T. Wilson	1.
" "	John S. Miller	1.
" "	George P. Crawford	1.
" "	B. P. McDonald	1.
	Kansas City, Mo	2,000.
	Johnson County	1,000.

EXHIBIT C.

Deed of trust.—Mo. R., Ft. S. & G. R. R. Co. to Nathaniel Thayer et al.

This indenture made this first day of January, A. D. eighteen hundred and sixty-nine, between the Missouri River, Fort and Gulf Railroad Company, a corporation duly organized under and in
414 accordance with the laws of the State of Kansas, of the first part, and Nathaniel Thayer, F. W. Palfrey, and George W. Weld, of Boston, parties of the second part, witnesseth: Whereas the said Missouri River, Fort Scott and Gulf Railroad Company, pursuant to the terms of the statutes and acts of the said State of Kansas, of the organization of the said railroad company under and in accordance therewith, are engaged in constructing a railroad from the Missouri River, at Kansas City, through the counties of Johnson, Miami, Linn, Bourbon, Crawford, and Cherokee to the south line of said State; and whereas the said railroad company has become the owner by assignment and purchase of the contract between James F. Joy and the Secretary of the Interior, O. H. Browning, esq're, acting under and by virtue of treaties between the Government of the United States and the Cherokee Nation of Indians, which said contract bears date the eight' day of June, eighteen hundred and sixty-eight, by virtue of which the said Secretary, thereto duly authorized by said treaties, did contract to sell to the said James F. Joy, his heirs and assigns, all that tract and parcel of land situate in the State of Kansas known as the Cherokee neutral lands, except such parts as were actually occupied by settlers at the date of the treaty between the United States and the said Cherokee Nation, made in August, eighteen hundred and sixty-six, which lands so occupied amounts to about one hundred and thirty thousand acres, leaving *leaving* about six hun-
415 dred and seventy thousand acres of said land thus sold to the said James F. Joy; and whereas a part of said lands have been conveyed by patent to said Joy and by him deeded and conveyed to said railroad company in fee-simple, which said lands comprise nearly all of the two counties of Crawford and Cherokee, in said State, and part of the adjacent counties; and whereas by an act of Congress approved July 25th, 1866, certain lands were granted to aid in the construction of said railroad, then known as the Kansas and Neosho Valley

Railroad, but the name of which has been since duly altered and changed to that of Missouri River, Fort Scott and Gulf Railroad, the exact amount of which lands so granted is not known; and whereas by an act of the legislature of the State of Kansas, passed and approved the twenty-third day of February, A. D. one thousand eight hundred and sixty-six, there was granted to the said railroad company the further amount of one hundred and twenty-five thousand acres of land or the proceeds thereof when sold, and which said lands have been duly conveyed to said company; and whereas the counties along the line of said railroad and Kansas City have made subscriptions of city and county bonds to and in the construction of said railroad, as follows: Kansas City, two hundred thousand of its city bonds; Johnson County, one hundred thousand county bonds; Miami County, one hundred and fifty thousand
416 of its bonds, and Bourbon County the same amount of its bonds, all bearing interest, and which interest is payable annually or semi-annually; and whereas other donations of like character may perhaps be made to said party of the first part to aid in the construction of said road; and whereas the said company is desirous of borrowing money for the purpose of constructing and equip'ing the said road, and paying its obligation for and taxes upon said property and lands, and defraying all necessary expenses of right of way, transportation, and all other charges connected with building, equip'ing, and operating said railroad, and all the various appendages and appurtenances connected and to be connected therewith, and have resolved to execute and issue the bonds of said company in sums of one thousand dollars each, and bearing date the first day of January, A. D. one thousand eight hundred and sixty-nine, and bearing interest not exceeding ten per cent. per annum, free of Government revenue or other tax, and payable semi-annually, with both principal and interest payable in Boston, to an amount which shall not in the aggregate exceed five millions of dollars, and having not more than thirty years to run to maturity, and to secure the punctual payment of the same, both principal and interest, by a mortgage conveyance of all the said assetts and all its corporate property *property*, and franchises of every nature and kind, to the parties of the second part, trustees, and mortgagees, for the benefit and security of the holders of said bonds, all of which said
417 bonds shall bear the same date and are to be duly stamped with the revenue-stamp required by law, and are to stand equally secured by said deed of trust, though issued and sold at different times and may become due at different times, and shall be numbered consecutively from one to the highest number which may be issued inclusive, and each of which shall be authenticated by a certificate signed by a majority of the said parties of the second part as being issued under and secured by this deed of trust; it is, however, understood, and this instruments and the said bonds are made with the reservation of the right of the said party of the first part to prepay and retire the said bonds, in whole or in part, at any time after the expiration of five years from the date hereof, by applying to the purchase of the same by lot, at par and accrued interest, the sinking-fund created by this deed of trust or mortgage in the manner herein provided.

Now, therefore, this indenture witnesseth: That the Missouri River, Fort Scott and Gulf Railroad Company, in order to secure the payment of the said bonds and the interest thereon, and in consideration of the sum of five dollars to it in hand paid by the said parties of the second part, at the execution and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, and sold, transferred and

conveyed, and by these presents does hereby grant, bargain, sell, transfer, and convey, to the said parties of the second part, their successors and assignee in the trust hereby created, all the following and all the above described and specified property, viz:

All the right, title, and interest of the said first party in the said Cherokee neutral lands, situate in the counties of Crawford and Cherokee and adjoining counties, and being as nearly as can now be estimated six hundred and seventy thousand acres, but all hereby included, whether more or less than that amount, together with all the right, title, and interest of the said Joy acquired by and under the said contract, and by him assigned to the said party of the first part, all of the said lands conveyed by the State of Kansas, and being, after deducting lands sold by said State, about eighty thousand acres, more or less, together with the proceeds of such sales, all of the said lands granted by the said act of Congress above named to aid in the construction of said road, as above described, and being, as nearly as can be now estimated, about thirty thousand acres; all of said bonds of the counties above named, and also of Kansas City, a list of which shall be made and certified and given to the said parties of the second part, and the said bonds delivered to them; also, all the following present or future to be acquired property of the said company, and all the rights, interest, and equity of redemption therein, that is to say, all the railroad of the said party of the first part now made and in operation, whether in the States of Kansas or Missouri, and all the railroad yet to be constructed, including right of way, road-bed, superstructure, iron,
419 ties, chairs, splices, bolts, nuts, spikes, all lands and depot-grounds, station-houses and depots, viaducts, bridges, timber and materials, and property purchased and to be purchased for the construction and equipment of said railroad, all engines and tenders, cars and machinery, and all kinds of rolling-stock, whether now owned or to be purchased by the said party of the first part in the future, and all the revenues and income of the said road and property, and all the franchiss and rights of the said first party, and all property acquired by virtue and under the authority thereof now in possession or to be hereafter acquired, including all machine-shops, tools, implements, and personal property used therein or upon and along the line of said road, or at its stations or any of them, wherever situated, and including all *all* appurtenances and appendages to said railroad and its property, and all rights and privileges therein and pertaining thereto:

To have and to hold the said property, all and singular, and the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in the said trust and assigns, but upon the following express trust, that is to say, in case the said Missouri River, Fort Scott & Gulf Railroad Company shall fail to pay the principal or any part thereof, or the interest or any part thereof, which may fall due upon said bonds secured an' intended to be secured hereby at any time when and where the same may become due and payable according to the tenor and effect hereof, and for thirty
420 days thereafter, then, and in that case, it shall be competent and lawful for the said parties of the second part to enter upon and take possession of the said premises, and every part and parcel thereof, including said lands and road and appurtenances, and upon the written request of the holder of one-tenth part of the bonds which may be at any time outstanding and unpaid, and it shall be the duty of the said parties of the second part, their successors or assignee, to enter upon and take possession of all and singular the said property above de-

scribed, and as the attorney in fact or agent of the said party of the first part, by themselves or agents duly constituted, have, use, and employ the railroad and its appurtenances and property thereto belonging and proper for its use, making from time to time all needful repairs, alterations, and additions thereto, and, after deducting expenses of such repairs, alterations, and additions, apply the proceeds of said premises to the payment pro rata of the interest and principal of the said bonds remaining unpaid, whether the same shall have matured or not, and also have and possess all the said lands and all obligations and securities which may have been received for any such as may have been sold, and shall hold all of said city and county lands delivered to them under this instrument at its date of execution which may remain unsold and all other property covered hereby and intended to be sold, and receive the avails thereof and the proceeds of the sales thereof, and the interest of all
421 such securities, and after paying all proper expenses as connected with the management and care of the same, including taxes and all expense necessary for the care of and due administration of the trust hereby created relative thereto, and indemnifying themselves as aforesaid, apply the surplus moneys in the manner above stated in payment of said principal and interest moneys which may be unpaid upon the said bonds, whether the same shall have matured or not; or if the said parties of the second part, their successors in the said trust and assigns, at their discretion may, and on the written request of the holders of one-tenth of said bonds then unpaid, shall cause the said premises, including said bonds and securities, or so much thereof as shall be by them deemed necessary to pay and discharge the principal and interest of all said bonds as may be unpaid, whether mature or not, together with all the expenses of said sale, to be sold at public auction, at Topeka, in Kansas, giving thirty days notice of the time, place, and terms of said sale, by publishing the same in one of the principal newspapers for the time being in each of the cities of Boston and New York, and upon such sale to execute to the purchaser or purchasers thereof good and sufficient deed or deeds of conveyance in fee-simple for the same, which shall be a bar against the said Missouri River, Fort Scott & Gulf Railroad Company, party of the first part, its successors and assigns, and all persons claiming un-
422 der it or them, of all right, interest, or claim in or to the said premises or property, or any part thereof, and of managing the said *the said* property, and enough to indemnify and save themselves harmless against all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest on the said bonds unpaid, whether mature or not, and shall restore the residue thereof to the party of the first part, it being expressly understood and agreed that in no case shall any claim or advantage be taken of any valuation, appraisement, redemption, or extension laws by the said party of the first part, its successors or assigns, nor any injunction or stay of proceedings, or any process be obtained or applied for by it or them to prevent such entry or sale and conveyance as aforesaid. It is also expressly agreed and understood that it shall be lawful for the said company or its successors to dispose of current net revenues, except as herein otherwise provided, of said road hereby conveyed, in such manner as it shall direct, until default shall be made in the payment of the principal of said bonds, or some of them; and it is expressly agreed, and is one of the terms of this conveyance and deed of trust, that all of the Cherokee neutral lands, so called, and hereby conveyed, and which were occupied by settlers at the date of the contract between James F. Joy and the said Secretary of the Interior

in June, A. D. eighteen hundred and sixty-eight, and which have continued to be occupied by said settlers, or by purchasers under
423 them, not exceeding one hundred and sixty acres for each setler or occupant, may at the option of the said party of the first part be sealed and appraised at prices ranging from two to five dollars per acre, and may be sold to such settlers or occupants at such prices fixed thereupon, either for cash, or part cash and partly credit, or on credit wholly, as may be deemed just and expedient, and all the rest of the lands above described as the neutral lands, and all the lands in Crawford and Cherokee and adjoining counties, and all the lands derived from the Government under the act of Congress aforesaid, shall be sealed and appraised at such prices as shall be deemed to be just and reasonable by both parties hereto, and a minimum price fixed thereupon, at which they may be sold in like manner, but such minimum price may be changed, if deemed expedient, by the joint action of the said party of the first part and the parties of the second part, their successors or assigns.

And as the object of this indenture is to provide a fund for the full payment of said bonds, both principal and interest, and not be withheld from settlement and sale said laid lands, but on the contrary sell them to actual settlers as rapidly as possible, and thus bring them into cultivation and improvement, it is expressly understood that the said party of the first part shall establish an office for the sale of said lands at some convenient place where the same shall be offered for sale
424 at not less than the minimum prices put thereupon; but it is also expressly understood that the deeds of conveyance for any parts of said lands shall only be made when the whole purchase-price agreed upon shall be paid for the same, and that in all cases where the purchase-money shall not be paid down at the time of the contract or purchase, a contract in such form as shall be directed by the board of directors and counsel of the said first party shall be executed to the party desiring to purchase, setting forth clearly the terms of sale and the payments to be made, and the conditions upon which the purchasers shall be entitled to a full deed conveying the land specified in said contract to the said purchaser, his heirs and assigns.

And whereas it is important that every purchaser shall be sure of his title, and the conveyance thereof shall not be impeded and restricted by too many formalities, therefore it is the express understanding that the said party of the first part shall be so far the agent of the said second party and their successors in said trust or assigns that the deed of the said first party, duly executed, shall operate as a release of the tract of land so sold from the operation and effect of this indenture and deed of trust, and convey a full and perfect title, and the said first party shall have this authority and power, in the name of the trustees, to release the titles of the land sold, or contracted to be sold, on payment, until breach of the conditions of this instrument, or until a revocation of this authority is to be made and duly recorded in every county where said land lays.

425 And the said party of the first part agrees that all the money realized upon any contract of sale, and all such contracts, shall be appropriated to the purpose of providing for the payment of the said bonds, principal and interest, and that an account of all such sales or contracts of sales made, and of all moneys realized from the said sales and contracts, shall once in three months be made up and placed in the hands of the parties of the second part, their successors or assigns, and all moneys realized from said sales paid over to them and the said parties, their

successors and assigns; themselves personally, or their attorneys or agents duly appointed, shall at all times have free access to the books and papers and all the records of the land-office of the said party of the first part.

And it is further expressly agreed and understood that when any purchaser of said lands shall have paid in full the price agreed to be paid for the same to the said party of the first part, he shall be entitled to receive, and shall receive, a deed in fee-simple for said lands free and clear of this incumbrance and deed of trust in the manner above specified; and it is also agreed by and between the parties hereto that the proceeds of the sale of all the said lands herein described, and of all securities received therefor, and the proceeds of all of said county and city bonds and all collections thereon, which bonds said parties of the second part may sell at any time, in their discretion, shall constitute a sinking-fund in the hands of the said party of the second part,
426 their successors or assigns, to be applied during the first five years from the date hereof to the payment of the interest upon the bonds of the said first party intended to be secured hereby, and that any and all surplus beyond the amount requisite for that purpose shall for that time accumulate in their hands and be invested in such securities as shall from time to time be agreed upon in writing by both parties hereto, as may be readily converted into money, but of the accumulation the parties of the second part may receive one hundred thousand dollars as a contingent fund to provide for possible contingencies in the payment of interest and otherwise relative to said bonds, and which said fund may be kept and maintained and invested in such securities as both parties may agree upon, and at the end of said five years, if such accumulation shall amount to two hundred thousand dollars and upwards over and above the said reserved fund for contingencies, and thereafter as often as it shall amount to two hundred thousand dollars above that sum, the same shall be applied in the payment and retirement of said bonds at par value thereof and the interest accrued thereon, which said bonds so to be paid from time to time shall be determined by lot in such manner as shall be just and fair and shall be agreed upon in writing by the parties hereto, and recorded at length upon the records of both parties and open for examination of the holders of said bonds.

427 And it is also agreed that upon the determination by lot in the manner aforesaid of the numbers and which said bonds shall be so paid and retired from time to time, and as such determination shall be made, it shall be the duty of the trustees to publish a notice thereof, and of the numbers of said bonds, in each of the cities of Boston and New York for three weeks, and stating the time and place in each city where the said bonds will be paid, and requesting their presentment at said time and place; after the expiration of said time, when the same shall have passed, being not less than three weeks from the first publication of said notice, in each instance the said bonds so numbered and drawn shall cease to bear interest, and the said first party shall cease to be liable for interest thereon, but shall always pay the principal on presentation of said bonds.

And it is by the said first party further agreed that any failure to render the quarterly statement of the contracts and sale of lands as herein provided and of the expenses connected with said lands above mentioned, and any failure to pay the moneys received from the said lands to the said trustees every three months, upon such statement, and every refusal to allow an examination of all the books of said first

party by said trustees, shall be deemed a forfeiture of the conditions of this deed of trust, and thereupon the said trustees may enter
428 upon the premises and property herein described and have and hold the same, and with the same rights and powers, and in the same manner, and with the same request from the bondholders as in case of failure to pay principal or interest upon the bonds hereby secured, and thereupon shall be entitled to the possession and control of all the property above described, and also of all contracts and securities received for lands sold or contracted to be sold, to be held and managed under the powers herein contained for the benefit of the holders of said bonds.

And the said party of the first part does for itself and its successors hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said parties of the second part, their successors and assigns, for more fully carrying into effect the object and purpose of these presents and of making them embrace the property and effects so expressed and intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds the estate hereby granted to the said party of the second part shall be void, and the rights to the premises hereby conveyed shall revert and revest in the said first party, their successors and assigns, without any acknowledgement of satisfaction, reconveyance, re-entry, or any other act; it is also mutually agreed that the said parties of the second part, their successors in the said trust, and as-
429 signs, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the act of any agent employed by them when such agent shall be selected or employed with reasonable discretion, and that the said second party and their successors and assigns in said trust shall be entitled to reasonable compensation for their labour and services in the management of said trust, and especially in case they shall be compelled to take possession of said premises, or any part thereof, and to manage the same.

It is also understood and agreed that all the duties, rights, and powers conferred hereby upon the said trustees, party of the second part, may be discharged, exercised, and performed by a majority of them, and that a majority may in all cases transact business of the trust hereby created, and that said trustees shall be authorized to execute any release that may be found necessary to correct any mistake in conveyance to them or said Joy.

It is further mutually agreed that in case of the death, mental incapacity, or resignation, or refusal of either of said trustees to act in the matter of said trust, all his right, estate, interest, power, and control in the premises shall be divested, cease, and determine, and upon the appointment of another to said trust, which may be done by
430 mutual agreement of said railroad company and the surviving or acting trustees, and in case of failure to agree, the holders of the majority of said bonds may apply to any court in the State of Kansas having jurisdiction in the premises to appoint some proper person, and such new trustee shall become vested, for the purposes aforesaid, with all the rights and interest and power requisite to enable him to execute the purpose of this trust without any further or other authority, release, or conveyance for the same; but should it be desirable or necessary, both or either of the parties hereto shall execute and deliver any and all necessary release or conveyance for that purpose, and said second party hereby accepted the trust hereby created.

In witness whereof the said Missouri River, Fort Scott & Gulf Railroad Company have caused its corporate seal to be hereunto affixed, and to six other originals of the same year and date, and the same to be subscribed to by the president, and the said parties of the second part have hereunto and to six other originals set their hands and seals, the day and year first above written.

The words "together with the proceeds of such sales," and the words "which bonds said parties of the second part may sell at any time, in their discretion," and the words "and that said trustees shall be authorized to execute any release that may be found necessary to cor-
431 rect any mistakes in conveyances to them or said Joy," being first interlined before the execution thereof.

The Missouri River, Fort Scott & Gulf Railroad Company,
[SEAL.] By R. COATES, *President.*
N. THAYER. [SEAL.]
J. W. PALFREY. [SEAL.]
GEO. W. WELD. [SEAL.]

STATE OF MASSACHUSETTS,
County of Suffolk, City of Boston:

On this twenty-ninth day of March, A. D. eighteen hundred and sixty-nine, before the subscriber, a notary public duly commissioned and sworn in and for the county of Suffolk, and practising in the city of Boston, personally appeared R. Coates, president of the Missouri River, Fort Scott and Gulf Railroad Company, described in the within indenture, he being to me personally known, and acknowledged the said indenture by him subscribed to be his free act and deed as president aforesaid, as also the free act and deed of the said company, for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year first above written.

[SEAL.] H. W. ADAMS,
Notary Public.

Delivered for record and recorded at 11 o'clock a. m. April 5th, 1869.
I. S. FARRIS, *Register,*
By W. J. McCARTHY, *Dpty.*

432 STATE OF KANSAS,
County of Johnson, ss:

I, Isaac S. Farris, the register of deeds in and for the county of Johnson, in the State of Kansas, do hereby certify that the above and foregoing is a true and correct copy of a deed of trust executed by the Mo. River, Ft. Scott and Gulf Railroad Company to Nathaniel Thayer and others, as the same appears of record in mortgage-book B, at pages 404 to 411 inclusive.

In testimony whereof I have hereunto set my hand and affixed my official seal, at my office, in the city of Olathe, on this 23d day of May, A. D. 1873.

[SEAL.] ISAAC S. FARRIS,
Register of Deeds.

Under the aforementioned resolution of April, 1867, in relation to the assessment on the stock subscribed to the company, none of the individual subscribers to the stock paid for the same anything except the two per cent., & no effort was made to collect the same. The funds for building the road were procured by subscription for first-mortgage bonds to be issued thereafter. These subscriptions began to be made & paid for as early as July, 1868, and continued from time to time until the amount

of bonds to be secured, or afterwards secured, by the mortgage or deed of trust was taken. Whoever subscribed and paid for said mortgage-bonds received as a bonus an equal amount of the stock of the railroad company.

433 The plaintiff Thayer was one of the original promoters of the enterprise of building the railroad in aid of which the bonds in question were issued, and a large subscriber for the bonds secured by mortgage, and he had notice of all the facts and circumstances connected with the issue of bonds by the county defendant, as hereinbefore found, and notice of the said agreement of June 19, 1866, hereinbefore stated, and notice of the facts hereinbefore stated in relation to assessment upon the stock subscribed to the said road, and its non-payment and transfer as a bonus to the purchasers of the bonds of the railroad company secured by the said mortgage, and notice of the facts hereinbefore found in relation to the completion of the road to the town of Olathe, but his co-trustees had no such notice, nor had any of the holders of the bonds secured by such mortgage such notice, unless they are charged with constructive notice by reason of the knowledge of Thayer, one of the trustees.

CONCLUSION OF LAW.

As a conclusion of law, from the foregoing facts, the court finds that the plaintiffs are entitled to recover the full amount of the coupons declared on; that none of the defenses pleaded in the answers are available against the plaintiffs, and accordingly it is ordered that judgment in favor of the plaintiffs & against the defendant be entered for the amount of the coupons mentioned in the several counts of the petition filed herein; to which finding of law and judgment the defendant then and there duly excepted.

JOHN F. DILLON,
Circuit Judge.

434 *Judgment.*

Whereupon it is ordered that the clerk of this court compute the amount of said coupons and the interest thereon from the time the same were due and payable, and mak*ing* report that said sum, principal and interest, amounted in the aggregate to the sum of $11,772.09.

It is therefore ordered and adjudged by the court here that the plaintiffs have and recover of and from the defendant, The Board of County Commissioners of the County of Johnson, the sum of eleven thousand seven hundred and seventy-two dollars and nine cents, with interest at the rate of seven (7) per cent. per annum from date of this judgment till paid, and their costs in this behalf expended, taxed at $.

435 And on this day, to wit, October 7, 1876, the defendant, by its attorneys, filed in the clerk's office of said court its appeal-bond in said entitled actions, which said appeal-bond is in words and figures following, to wit:

Appeal-bond.

Know all men by these presents that we, The County of Johnson, as principal, and S. A. Christy and J. H. Dow, as sureties, acknowledge ourselves to be indebted to Nathaniel Thayer, F. W. Palfrey, and George W. Weld in the penal sum of three hundred dollars lawful

money of the United States, to the payment whereof we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated the 2d day of October, 1876.

Whereas at a term of the circuit court of the United States held in the district of Kansas, on the 4th Monday of November, 1875, a judgment was rendered in said court in favor of the said Thayer, Palfrey, and Weld against The Board of County Commissioners of the County of Johnson aforesaid, for the sum of eleven thousand seven hundred & seventy-two dollars and nine cents ($11,772.09) and costs of suit;

And whereas the said County of Johnson, by its board of county commissioners, is about to sue out a writ of error from the Supreme Court of the United States to reverse said judgment:

436 Now, therefore, the condition of this obligation is such, that if the said County of Johnson shall prosecute said writ of error to effect, and if it fail to make its plea good shall answer all costs, then this obligation shall be void; otherwise to remain in full force and virtue.

As witness the signature of the Board of County Commissioners of the County of Johnson and the seal of said county, as well as the hands and seals of said sureties.

SEAL OF JOHNSON CO., KANSAS.

J. A. HIBBARD,
L. F. WATTS,
A. R. MILLER,
Commissioners of Johnson Co., Kas.
S. A. CHRISTY.
J. H. DOW.

Approved Oct. 2, '76.

C. G. FOSTER.
Judge.

(Endorsed:) No. 660 & 960. Nathaniel Thayer et al. vs. Bd. of Co. Comrs. of the County of Johnson. Appeal-bond. Filed Oct. 7, 1876 A. S. Thomas, clerk.

437, 438 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings had in said court in the actions of Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson, No. 660, and Nathaniel Thayer et al. vs. The Board of County Commissioners of the County of Johnson, No. 960, consolidated.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office, in Topeka, in said district of Kansas, this 4th day of October, A. D. 1876.

[SEAL.] A. S. THOMAS, *Clerk.*

439 Supreme Court of the United States.

THE BOARD OF COUNTY COMMISSIONERS OF the County of Johnson, plaintiff in error,
vs.
NATHANIEL THAYER, F. W. PALFREY, AND George W. Weld, defendants in error.
} In error.

Of October term, in the year of our Lord one thousand eight hundred and seventy-six.

Afterwards, to wit, on the second Monday of October, in this same term, before the justices of the Supreme Court of the United States, at the Capitol, in the city of Washington, come' the said Board of County Commissioners of the County of Johnson, by Nelson Cobb, its attorney, and says that in the record there is manifest error, in this, to wit, that by the record aforesaid it appears that the said circuit court found and determined, as matter of law, upon the facts found by the court and stated in said record, that the plaintiffs in said action, the said Thayer, Palfrey, and Weld, were entitled to judgment; whereas,
440 upon the facts so found, the said plaintiffs, by the law of the land, were not entitled to judgment.

There is also manifest error in this, to wit, that by the record aforesaid it appears that the judgment aforesaid given was given for the said Nathaniel Thayer, F. W. Palfrey, and George W. Weld against the said Board of County Commissioners of the County of Johnson;

Whereas by the law of the land the judgment ought to have been given for the said Board of County Commissioners of the County of Johnson against the said Thayer, Palfrey, and Weld.

And the said Board of County Commissioners of the County of Johnson prays that the judgment aforesaid may be reversed, annulled, and altogether held for nothing, and that it may be restored to all things which it hath lost by reason of the said judgment.

NELSON COBB,
Attorney for Plaintiff in Error.

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443 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, between Nathaniel Thayer, F. W. Palfrey, & George W. Weld, plaintiffs, and The Board of County Commissioners of the County of Johnson, defendants, manifest error hath happened, to the great damage of the said defendant, as by its complaint appears:

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings afore-

said being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, this 2nd day of October, A. D. 1876.

[SEAL.]

A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

Allowed.

C. G. FOSTER,
Judge.

444 (Indorsed:) No. 660 & 960. Nathaniel Thayer, F. W. Palfrey, & George W. Weld, plffs., vs. The Board of County Commissioners of the County of Johnson. Writ of error. Filed , 187 . , clerk. Filed Oct. 7, 1876. A. S. Thomas, clerk.

445 UNITED STATES OF AMERICA, *ss:*

To Nathaniel Thayer, F. W. Palfrey, and George W. Weld, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, in the District of Columbia, on the second Monday in October, A. D. 1876, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the district of Kansas, wherein The Board of County Commissioners of the County of Johnson is plaintiff and you are defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the said Supreme Court of the United States, this third day of October, in the year of our Lord one thousand eight hundred and seventy-six.

C. G. FOSTER,
Judge of the District Court and one of the Judges of the Circuit Court of the United States for the District of Kansas.

446 Received a copy of the within this day from R. Cobbs.

PRATT & FERREY,
Attorneys for Plaintiffs.

Kansas City, Mo., Oct. 5, 1876.

(Indorsed:) No. 660 & 960. Nathl. Thayer et al. vs. The Bd. of Co. Comrs. of Johnson County, Kansas. Citation. Filed Oct. 7, 1876. A. S. Thomas, clerk.

(Indorsement on cover:) No. 807. The Board of County Commissioners of the County of Johnson, plaintiff in error, vs. Nathaniel Thayer, F. W. Palfrey, & George W. Weld. Kansas, C. C. U. S. Filed 13th of October, 1876.

Supreme Court of the United States.

No. 807.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JOHNSON,
Plaintiff in Error,

vs.

NATHANIEL THAYER, F. W. PALFREY AND GEO. W. WELD,
Defendants in Error.

STATEMENT OF THE CASE, ASSIGNMENT OF ERROR, BRIEF AND ARGUMENT FOR THE PLAINTIFF IN ERROR.

NELSON COBB,
Of Counsel for Plaintiff in Error.

Kansas City Journal, Printers.

SUPREME COURT OF THE UNITED STATES

No. 807.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JOHNSON,
Plaintiff in Error,

vs.

NATHANIEL THAYER, F. W. PALFREY AND GEORGE W. WELD.
Defendants in Error.

STATEMENT OF THE CASE, ASSIGNMENT OF ERROR, BRIEF AND ARGUMENT FOR THE PLAINTIFF IN ERROR.

STATEMENT OF THE CASE.

This is a writ of error from a judgment rendered by the Circuit Court of the United States for the District of Kansas in an action at law, in favor of defendants in error, who were plaintiffs in that court, on coupons from bonds alleged to have been issued by the County of Johnson to the Kansas and Neosho Valley Railroad Company.

The action was brought April 28, 1873, on interest coupons falling due in 1872 and January, 1873. Afterwards another suit was brought for coupons falling due July, 1873 and January, 1874, and by agreement the two causes were consolidated and tried as one cause, an order to that effect being made by the court.

Printed record, p. 151; also, same, p. 317.

The declaration, called a "petition" in Kansas practice, in

the first case, which is the one on which the cause was tried, is found in the printed record, pp. 1 to 131, and a copy of one of the bonds and coupons on page 131 of the printed record.

After the consolidation an amendment to the declaration was filed, which is found on page 318, printed record.

The defendants then filed an answer, on which the case was tried, which is included in pages 318–335 of the printed record. To this answer a reply was filed, found on pages 336–338 of the printed record.

Trial by jury was waived and the cause was tried by the court, the judge making a special finding of facts, which is contained in the printed record, pages 341 to 356. A part of the facts found by the judge had been previously agreed upon by the parties, and a stipulation embodying such agreement and exhibits thereto filed. This was adopted by the judge and formed a part of the facts found by him. Other facts found by him appear at pp. 355 and 356 of the printed record.

The petition charges the execution by the County of Johnson of two issues of bonds to the Kansas and Neosho Valley Railroad Company or bearer, payable thirty years after date, with interest coupons attached, and that certain of these coupons, before they became due, "came to and for value became the property of the plaintiffs, who ever since have been and now are the lawful owners and holders thereof." That when they became due they were presented for payment at the place where payable and payment demanded and refused, and that these coupons remained due and unpaid.

One of these issues of bonds was made in September, 1867, part of them being dated the 6th and part the 27th of that month.

The bonds of the other issue were dated June 22d, 1868.

By the amendment (page 318) it is further charged that these bonds were registered in the office of the Auditor of the State of Kansas, and that as each coupon for semi-annual interest, falling due before January 1, 1872, matured, the same was paid by the officers of the county with the proceeds of a tax levied for the purpose.

The following is a copy of one of the bonds, both issues being the same in form, except as to date and signature:

No. 1. UNITED STATES OF AMERICA. $1,000.

STATE OF KANSAS.

Stock Bond of Johnson County, Kansas.

Thirty years after date, Johnson County promise to pay to Kansas and Neosho Valley Railroad Company, (a corporation organized and created under a general law of the State of Kansas, by virtue of a certificate of incorporation filed and recorded in the office of the Secretary of the State of Kansas, under date of March the 8th, 1865,) or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the City of New York, from and after the first day of January, 1867.

Dated, Olathe, Kansas, Sept. 3, 1866.

By order of the Board of Commissioners of the County of Johnson, State of Kansas.

D. M. WILLIAMS,

[SEAL] *Chairman Board County Commissioners Johnson County.*

Attest.

F. E. HENDERSON, *County Clerk.*

See printed record, page 131.

The bonds issued July 22d, 1868, are the same in form, except that they are signed by B. F. Hollenback, Chairman Board County Commissioners Johnson County.

The following is a copy of one of the coupons:

OLATHE, KANSAS, Sept. 6th, 1867.

Treasurer of Johnson County will pay to bearer thirty-five dollars in the City of New York, being semi-annual interest due on the first day of January, 1872, on the bond of the County of Johnson No. 1, to the Kansas and Neosho Valley Railroad Company; issued in pursuance of an order of the County Commissioners of said county, dated Sept. 3d, 1866.

D. M. WILLIAMS,

Chairman Johnson County Commissioners.

F. E HENDERSON, *Clerk.*

Printed record, page 131.

The coupons of the second issue were the same in form, except the signature of the Chairman—B. F. Hollenback signing them instead of D. M. Williams.

Printed record, pages 298 and 299.

The certificate of registration shows that these bonds were registered April 16th, 1872, under the law of March 2d, 1872, by the Auditor of State, and a certificate made in accordance with that law.

Printed record, pages 131 and 299.

The defendant filed an answer after the petition was amended, which is found on pages 318 to 335 inclusive, as above stated.

This answer contains, first, a general denial of all the counts and allegations in the petition, and nine special defences, of which the 1st and 2d apply to the bonds issued in September, 1867; the 3d, 4th and 9th, to the bonds dated June 22d, 1868, and the 5th, 6th, 7th and 8th, to all the bonds.

These special defences were pleaded for the purpose of bringing into the record the orders of the County Board and the election under which these bonds were issued, and the transactions between the county and the railroad company, which formed the consideration, or pretended consideration, for their issue.

The answer sets up an order made on the 10th of October, 1865, by the County Commissioners of Johnson County.

This order rescinds a previous order of the Board providing for an election to determine the question of a subscription by the County to the Kansas and Neosho Valley Railroad Company.

It then provides for a special election to be held November 7, 1865—the question submitted being whether the Board of County Commissioners should be authorized to subscribe capital stock, in the name and for the benefit of Johnson county, in the sum of $100,000, "to aid in the construction of a railroad commencing at or near the Union Depot, on the south side of and near the mouth of the Kansas River, and near Kansas City; thence to Olathe, in Johnson county; thence in a southerly direction, through said county, to the southern boundary of the State of Kansas."

That, in case a majority of the electors of the county should vote for subscription to the capital stock of said railroad, the Board should issue the bonds of the county in such amount as they should deem best, such bonds to bear interest at the rate of seven per cent. per annum, and run thirty years from date.

The order recites the act of the Legislature of Kansas taking effect February 10, 1865, entitled "An act to authorize counties and cities to issue bonds to railroad companies," and relies upon that law for its authority.

See order in full, beginning in the last line, page 318, and running to the seventh line, page 320, printed record.

Defendants allege that the bonds in suit were issued under color of this order and election and no other.

That no election was ever held in the county on the question of voting bonds to the Kansas and Neosho Valley Railroad Company.

That no railroad of that company had been located to, into, through, from or near the county, when the order was made or the election held.

That the company never did locate or construct their road to Olathe, one of the points named in the order.

That no subscription was made by the county commissioners to the stock of the company after the road of the company had been located to, into, through, from or near the said county.

These facts are set up as a defense to the first issue of bonds in the first special plea, marked 2, and contained in the printed record, pages 318 to 321

The second special plea, marked 3, repeats the same defenses to the same issue of bonds, charging notice to plaintiffs. Printed record, pages 321 and 322.

The third special plea, marked 4, sets up the same facts as a defense to the second issue of bonds, and the fourth special plea, marked 5, repeats the same defense to that issue, with the allegation of notice to plaintiffs.

Printed record, pages 322 to 325.

The fifth special plea, marked 6, sets up the same facts, with the additional allegation that none of the bonds were issued in payment of assessments on all the stock of the railroad company, and charging notice to the plaintiffs, as a defense to all the bonds.

Printed record, pages 325 and 326.

The sixth special plea, marked 7, sets up the same facts, with the additional allegation that no subscription had ever been made by the county to the stock of the railroad company

and that no stock of the railroad company had ever been issued to the county, and charging notice to plaintiffs as a defense to all the bonds.

Printed record, pages 326 to 328.

The seventh special plea, marked 8, repeats the same facts, with the allegation of notice to the plaintiffs as a defense to all the bonds.

Printed record, pages 328 to 330.

The eighth special plea, marked 9, sets up the order for an election aforesaid and the election thereunder, the issue of fifty thousand dollars of bonds by the commissioners, under color of that order and vote, to the railroad company in Sept., 1867.

That on the 19th of June, 1868, the persons who then composed the board made an order and agreement with the railroad company whereby, in consideration that the railroad company should construct and put in operation a railroad from Kansas City, Mo., by the way of Olathe, to the southern line of Johnson county, within eight months from that date, and the sum of one dollar to be paid by the company, they agreed to transfer to the railroad company the one hundred thousand dollars in stock theretofore voted and subscribed by the county to the railroad company; to issue the remaining fifty thousand dollars of bonds and place the same in escrow, to be delivered to the company if it should build its road to Olathe within five months from that date, and to cast the vote that the county might be entitled to on that stock during that time, in such manner as the railroad company or its successors might request [See the order and agreement in full; printed record, page 331.] That afterwards by agreement between the county and railroad company, the time for constructing the road to Olathe was extended to the 15th day of Dec., 1868.

That about June 22d, 1868, these commissioners executed the bonds of the second issue to the amount of fifty thousand dollars and deposited them in escrow, and that afterwards, about the 15th of December, 1868, they were delivered to the railroad company.

That after June 19, 1868, the county had not had, or claimed, or been allowed or admitted by the railroad company to have, any interest as a stockholder in the railroad company.

That the agreement of June 19th, 1868, was devised and intended to enable the railroad company to obtain all the con-

sideration which the county might have had for the issue of these bonds; for the purpose of cancelling any stock which the county might have or claim to have in the said company, and any subscription to stock which it might be claimed that the county had made to said railroad company; that the consideration for said bonds and coupons had been cancelled and had wholly failed; and that plaintiffs had notice of these facts at the time they received the bonds and coupons in suit. These facts are plead as a defense to all the bonds.

Printed record, pages 330 to 333.

The ninth special plea sets up the same facts charged in the preceding special plea, and alleges that the agreement of June 19th, 1868, was made for the purpose of cancelling any stock or stock subscription which might be claimed to have been made by the county to the railroad company, and to enable the commissioners to make the second issue of fifty thousand dollars in bonds to the railroad company without consideration, and that they were so issued accordingly, and charges notice to plaintiffs. These facts are plead as a defense to the bonds of the second issue.

Printed record, pages 333 to 335.

The plaintiffs for a reply denied each allegation of new matter in the answer.

For a second reply they set up the incorporation of the railroad company, showing its proposed line of railroad from Kansas City to the south line of the state of Kansas. They further set up a subscription claimed to have been made by the county to the railroad company, September 3d, 1866. This subscription recites the election of Nov. 7th, 1865, as the authority under which it purports to be made. [See order in full; printed record, pages 336 and 337.]

They further allege that the county acted as a stockholder until September 8th, 1868; that the bonds were issued in payment of a call made for the payment of all stock subscriptions; that the road was commenced in Johnson county before any of the bonds were issued; that the road had been built and was now being operated.

For a further reply they allege that the county, after the payment of the first fifty thousand dollars in bonds on its subscription, and before it had paid the second fifty thousand dollars, sold its stock to the railroad company for a valuable con-

sideration, and for that purpose entered into the written contracts set forth in the eighth special plea, ninth paragraph, of the answer.

On these pleadings the cause was submitted to the court, and the judge made special findings.

From these it appears that plaintiffs, as trustees, are holders of all the coupons in suit.

That the Kansas and Neosho Valley Railroad Company was incorporated by a certificate under the general laws of the state of Kansas filed March 8th, 1865, for the purpose of building a railroad from the eastern terminus of the Union Pacific Railroad, E. D., on the south side of and near the mouth of the Kansas river, on the state line between Kansas and Missouri, and thence to the southern boundary of the state of Kansas, in the valley of the Neosho river, with a capital stock of $850,000.

That, on October, 10th, 1865, the County Commissioners of Johnson County made an order for an election on the question of subscribing stock in the terms set forth in the second count of defendant's answer, (printed record, pages 318, 319 and 320,) and that an election was held thereunder November 7th, 1865, and that no election was ever held and no action of the Commissioners ever had determining that any election had been held, or the result thereof, other than said election of November 7th, 1865.

That, on September 3d, 1866, the County Board made the order recited in plaintiff's reply, (printed record, pages 336 and 337,) which was presented to the Directors of the Railroad Company, who passed a resolution accepting the same, and notified the Commissioners of their acceptance thereof.

The final survey and location of the line of this company was not made until after the 3d day of September, 1866, and the plat and profile of the road was filed in the clerk's office of said county October 22d, 1868.

In April, 1867, the Directors of the Railroad Company passed a resolution assessing one hundred per cent. on all the stock of cities and counties, and ninety-eight per cent. on all the stock of individuals in said company on which two per cent. had been already paid. (See resolution, printed record, p. 343.) None of the individual stockholders ever paid any part of this assessment, and the company never

made any effort to collect the same. In 1867, before September 1st, the railroad company located its line and commenced grading and building its road in Johnson county. Similar orders, elections and subscriptions had been had and made by Miami and Bourbon counties, Kansas, in the sum of one hundred and fifty thousand dollars each, and by Kansas City, Missouri, in the sum of two hundred thousand dollars.

That on the 6th and 27th of September, 1867, bonds to the amount of fifty thousand dollars, of which those described in the petition as of those dates are part, were issued by the county commissioners of Johnson county to said railroad company. They were issued under color of the election of Nov. 7th, 1865, and the order of Sept. 3d, 1866.

That on June 8th, 1868, James F. Joy made the contract for the purchase of the lands afterwards mortgaged by the railroad company and known as the "Neutral Lands."

That on June 19th, 1868, the railroad company and the county entered into the agreement set forth in the ninth paragraph of the defendants' answer (printed record, page 331), and about the same time the company made a similar agreement with Miami and Bourbon counties, Kansas, and Kansas City, Missouri.

That on June 22d, 1868, the county commissioners of Johnson county executed fifty thousand dollars of bonds, being the bonds described in the petition bearing that date, and placed the same in escrow, in pursuance of the agreement of June 19, 1868.

On the 5th of October, 1868, the time for completing the road, as fixed by the agreement of June 19th, 1868, was extended to Dec. 15th, 1868. The road was completed on its present line to within five-eighths of a mile from Olathe by that time, and the bonds of the second issue were then delivered out of escrow to the company, and since that time the county has not claimed any rights as a stockholder in or been recognized as a stockholder by said railroad company. The funds for building the road were procured by subscription for first mortgage bonds to be issued thereafter. These subscriptions began to be made as early as July, 1868, and continued from time to time until the amount to be secured by the mortgage had been taken, and a bonus of an amount of stock equal

to the amount of bonds subscribed for, was given to each subscriber. The plaintiff, Thayer, was one of the original promoters of the enterprise of building the road, was elected a director of the company Sept. 8th, 1868, and has ever since acted as such.

On March 29th, 1869, the railroad company executed a mortgage, dated January 1st, 1869, to plaintiffs as trustees, to secure the first mortgage bonds above mentioned to the amount of five million dollars. These first mortgage bonds were negotiable in form, and interest on them was over due at the time this suit was brought. This mortgage is recited in full in the special findings of fact (printed record, pages 348 to 355). By this it will be seen that the neutral lands purchased by Joy, the bonds issued by this county and those issued by Miami and Bourbon counties and by Kansas City, Missouri, were transferred to the plaintiffs as trustees, together with other property of the railroad company, for the purpose of securing the first mortgage bonds before mentioned, and which are described in said mortgage, and the plaintiffs as such trustees are the holders of said bonds and of the coupons sued on in this action.

The county paid interest on these bonds from 1869 till the coupons fell due, January, 1872 for which, among others of later date, this action was brought. The railroad, as finally located and built, passed Olathe at a point five-eighths of a mile from the town site as it existed in 1865, sixty rods from an addition thereto recorded May 2d 1856, and one-eighth of a mile from an addition thereto recorded June 11th, 1868.

The plaintiff, Thayer, had notice of all the facts and circumstances connected with the issue of these bonds by Johnson county, and of the agreement of June 19th, 1868, and of the facts in regard to the assessment of ths stock by the railroad company and of its nonpayment, and of the issue of stock as a bonus to the purchasers of the bonds of the railroad company and of the facts in regard to the completion of the road to the town of Olathe, but his co-trustees had no such notice, nor did the purchasers of the first mortgage bonds have such notice, except so far as they are charged with constructive notice by reason of the knowledge of Thayer, one of the trustees.

ASSIGNMENT OF ERROR.

Plaintiff in error assigns for error in this case the conclusion of law made by the court below on the facts found in the case that plaintiffs were entitled to recover, and this conclusion of law constitutes the error alleged and relied upon here.

On the foregoing facts, plaintiff in error submits the following points and authorities:

I.

The election held in this case November 7th, 1865, under the order of the County Board of October 10th, 1865, which is found to be the authority under which the Commissioners assumed to act, conferred no authority on them to make any subscription or issue any bonds to the Kansas and Neosho Valley Railroad Company, or to any other railroad company.

That order recites, as the law authorizing it, the act of the Legislature of Kansas, which took effect February 10th, 1865, entitled "An act to authorize counties and cities to issue bonds to railroad companies."

This act is found at page 41 of the Laws of Kansas for 1865 being chapter 12 of the acts of that year. It is the only law on the subject in force in Kansas in 1865, when the election was ordered and held. It is as follows:

CHAPTER XII.

BONDS TO RAILROAD COMPANIES.

AN ACT to authorize counties and cities to issue bonds to railroad companies.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the board of county commissioners of any county, to, into, through, from or near which, whether in this or or any other state, any railroad is or may be located, may subscribe to the capital stocks of any such railroad corporation, in the name and for the benefit of such county, not exceeding in amount the sum of three hundred thousand dollars in any one corporation, and may issue the bonds of such county, in such amounts as they may deem best, in payment for said stocks: *Provided*, that such bonds shall be issued only in payment of assessments made upon all the stocks of

such railroad company, which bonds shall bear interest at a rate not exceeding seven per cent per annum, and shall be payable within thirty years. And the said board of commissioners shall elect one of their number, who shall not be a stockholder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company; and said board of commissioners shall annually levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds and to create a sinking fund for their redemption. But no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county at some general election, or at some special election to be called by the board of county commissioners, by first giving twenty days' notice in some newspaper published and having general circulation in the county, or, in case there be no paper in the county, then by written or printed notices posted up in each election precinct; and in submitting said question, said board of commissioners shall direct in what manner the ballots shall be cast. If a majority of the votes cast at such election shall be in favor of issuing such bonds, the board of commissioners of the county shall issue the same.

SEC. 2. Said bonds, when issued, shall be in such form, and shall be numbered and registered in such manner, as the board of commissioners shall determine.

SEC. 3. And the common council of any city in any such county as is described in the first section of this act, incorporated under the laws of this state, may, under the provisions of this act, subscribe for stocks in, and issue bonds to any such railroad company, not exceeding the sum of two hundred and fifty thousand dollars in any one company; and all the provisions of the first two sections of this act, as to submitting the question to a vote of the people, subscribing for stocks, the manner in which the bonds shall be issued, and the selection of a person to vote for director or other purposes, shall, as far as practicable, apply to and govern the action of the common council; and the common council shall, annually, at the same time and in the same manner that general city taxes are levied and collected, levy and collect a tax sufficient to pay the an-

nual interest on such bonds, and to create a sinking fund for their redemption.

SEC. 4. In case the board of commissioners of any such county, or the common council of any such city, have heretofore submitted to the electors of such county or city the question of issuing bonds to any railroad company, and at such election such electors voted to issue such bonds, such board, or such council, as the case may be, are hereby authorized to issue such bonds and subscribe for stocks, not exceeding the amount as provided in the first and third sections of this act, as provided in the first section of this act.

SEC. 10. This act shall take effect and be in force from and after its publication once in the Daily Conservative.

Approved February 10, 1865

S. J. CRAWFORD, *Governor.*

I hereby certify the foregoing to be a true copy of the enrolled law on file in my office, and that the same was published in the Leavenworth Daily Conservative for Feb. 14, 1865.

R. A. BARKER, *Secretary of State.*

The election ordered did not comply with this law.

1. The law contemplates a subscription to the capital stock of a railroad corporation, and issue of bonds in payment of such subscription. It provides for the submission of the question to the qualified voters of the county, and requires a favorable vote before such subscription can be made or the bonds issued. The question to be submitted is, whether or not the county shall take stock in and issue bonds to the particular corporation proposed to be aided.

In the case at bar the election ordered and held was not to determine the question whether Johnson County should subscribe stock or issue bonds to the Kansas and Neosho Valley Railroad Company, or to any other railroad corporation, or to any corporation at all. The terms of the question submitted are, "Whether the Board of County Commissioners shall be authorized to subscribe capital stock, in the name and for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad, commencing at or near the Union Depot, on the south side of and near the mouth of the Kansas River, and near Kansas City; thence to Olathe, Johnson County; thence in a southerly direction

through said county to the southern boundary of the State of Kansas."

2. By this act, the legislature left with the people of the municipality the determination of the question of subscription and issuing bonds to any railroad corporation, and the right to determine what corporation, if any, should be thus aided.

It provides that "if a majority of the votes cast at such election shall be in favor of issuing such bonds, the Board of Commissioners of the county shall issue the same."

In this respect it differs from some of the subsequent acts on this subject, passed in the State of Kansas, which gave the commissioners a discretion as to making the subscription, even after a vote in its favor.

As the commissioners must issue the bonds, under this law, when directed by a majority vote of the electors, it must appear from that vote what corporation is to receive them.

3. This act of 1865 received a judicial construction by the Supreme Court of Kansas, in a case involving an election held under an order made in the precise terms of the one in this case, and a subscription and issue of bonds attempted to be made thereunder to the same railroad company.

That court held that an election held under an order in the terms of the one in this case conferred no authority upon the commissioners to subscribe stock, or issue bonds, to any railroad company, and that bonds issued under color of such an election were absolutely void.

Commissioners of Miami County *vs.* Missouri River, Fort Scott and Gulf Railroad Company, 12 Kas., 230.

Lewis *vs.* Commissioners of Bourbon County, 12 Kas., 186.

This is the first and only construction of this law of Kansas on this point, and as such is binding on this court.

Town of Elmwood *vs.* Marcy, Sup. Ct., October Term, 1875.

4. This election did not authorize any subscription or issue of bonds to said railroad company, for the further reason that no railroad of said company had been located to, into, through, from or near Johnson county at the time the election was held, nor at the time the alleged subscription was attempted to be made. Such location of the road by the corporation proposed to be aided is made by the law a condition precedent to the right of the Commissioners to subscribe the stock.

II.

These bonds are invalid because they were not issued in payment of assessments on all the stock of the railroad company. This is imperatively required by the law of February 10th, 1865, above cited, as a condition precedent to the issue of the bonds. It is found that a resolution for an assessment was passed by the Board of Directors in April, 1867; but it is also found that no effort was ever made to collect such assessment on the small amount of individual stock originally subscribed, and that nearly or quite five million dollars of stock was issued as a bonus to the bondholders, without any payment therefor whatever.

The object of the law evidently is that municipalities should stand on an equal footing with other subscribers of stock, and should not be required to pay for stock in any greater proportion than individuals.

This object cannot be defeated by a merely colorable resolution of the Board of Directors, making an assessment which is not enforced nor intended to be enforced against individuals.

III.

These bonds were invalid because there was no consideration for them.

The law of 1865, above cited, authorizes the issue of bonds only in payment for stock in a railroad corporation to an equal amount. By the agreement of June 19th, 1868, the stock of the county in the railroad company was cancelled.

A corporation cannot purchase stock in itself, and a sale of its stock to the corporation is a cancellation of the stock.

Aside from this, the agreement of June 19th, 1868, was merely a device to get rid of and cancel the stock subscription claimed to have been made by this county, as were also the similar agreements made with other municipalities about the same time. The stock subscription having been cancelled, the only legal consideration for the bonds wholly failed.

2. The second issue of bonds was dated June 22, 1868, and

they were issued in the December following. Both their execution and their issue were made after the agreement of June 19th, 1868, which, as plaintiff in error contends, was a cancellation of the stock subscription.

These bonds were, therefore, issued without such consideration as the law required, and were evidently intended as a donation, which the law did not authorize, and they are styled a donation in the mortgage, by which the railroad company conveyed them to the plaintiffs, and under which plaintiffs claim their title. [See printed record, page 349; marginal paging 416.]

If this be not the effect of the agreement of June 19th, then we must believe that the county commissioners sold the stock of the county to the railroad company for one dollar, and at the same time issued the bonds of the county to the amount of fifty thousand dollars to pay on account of the stock they thus sold. Such a transaction would be a fraud so gross as to render the issue of bonds invalid.

The bonds of the second issue having been thus issued without such consideration as the law contemplates, cannot be collected.

IV.

The defects in these bonds are not cured by the curative act of February 25, 1868, general statutes of Kansas, page 892. That act is as follows:

AN ACT to authorize counties to issue bonds to railroad companies.

§ 1. Commissioners may issue county bonds to railroad company, when.
2. Shall levy tax to pay interest and create a sinking fund.
§ 3. Commissioners to elect one of their number to cast the vote of the county at election for directors.
4. Provisions of this act applicable in what cases.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. Whenever a majority of the persons voting at any election called by the board of county commissioners of any county have heretofore voted in favor of subscribing stock and issuing bonds to any railroad company or companies, the board of county commissioners of such county may subscribe to the capital stock of such railroad company or companies, to the amount and on the conditions specified in the order of such boards of county commissioners in such cases, and pay such subscription by issuing, to each company,

bonds of such county, at par, payable at a time therein to be fixed, not exceeding thirty years from the date thereof, bearing interest at the rate of seven per cent. per annum, with interest coupons attached, whether such orders and elections, or either of them, have been in compliance with the statutes, in such cases made and provided, or not, or whether the proposition submitted at the election had, was for the subscription of stock and the issuance of bonds to one or more railroad companies.

SEC. 2. The board of county commissioners of such counties shall, annually, levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds, and to create a sinking fund for their redemption.

SEC. 3. The board of county commissioners of such counties shall elect one of their number, who shall not be a stockholder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company.

SEC. 4. The provisions of this act shall be applicable in all cases where the election was held, upon the subscription of stock and the issuance of bonds, prior to the 21st day of January, A. D. 1868.

SEC. 5. This act shall take effect and be in force from and after its publication once in the *Kansas Daily Tribune*.

Approved February 25, 1868.

Published in the *Kansas Daily Tribune*, February 26, 1868.

1. This act is an act conferring power upon municipal corporations, and as such must be strictly construed.

Dillon Munic. Corp., Sec. 55.

Minturn *vs.* Larue, 23 How., 435, 436.

2. It is also an act to a certain extent retrospective and as such must be strictly construed and its retrospective effect strictly limited.

Cooley Const. Lim., *page 370, and cases cited.

3. This act does not in its terms provide for curing the defect that existed in this election. It is limited to cases where the persons voting have voted in favor "of subscribing stock and issuing bonds to any railroad company or companies."

The defect in this election is that the vote was not in favor of subscribing stock or issuing bonds to any railroad company.

4. The authority conferred by this act upon county commissioners is to make subscriptions and issue bonds in payment thereof.

The subscription relied on in this case, dated and made September 3d, 1866, cannot depend upon this law passed in 1868 for its authority.

5. In no event can the first issue of bonds, made in September, 1867, be supported by this act. It does not purport to cure subscriptions or issues of bonds made before its passage, but only to authorize such subscriptions and issue of bonds as, under certain contingencies, may be made thereafter.

6. It is proper to add that the Supreme Court of Kansas had this law before it at the time it decided the case of the Commissioners of Miami County *vs.* M. R., F. S. & G. R. R. Co., above cited. That law was as applicable to the bonds in that case as to those in the case at bar. And the decision that those bonds were void shows that this law of 1868 did not help them and cannot help these.

V.

It remains to be seen whether plaintiffs have any better right of action on these bonds than the railroad company would have against the county.

1. And as to the first defect, we say that the failure to hold such an election as the law required renders the bonds invalid in the hands even of innocent holders for value, there being no recitals in the bonds showing the authority by which it is claimed they were issued.

This is the effect of the decision in Commissioners Miami County *vs.* M. R., Ft. S. & G. R. R. Co., and Lewis *vs.* Coms. of Bourbon Co., above cited.

In this respect the case at bar is exactly parallel with that of Marsh *vs.* Fulton County, 10th Wall. 676.

VI.

Are plaintiffs chargeable with notice of these defects. It is found that the bonds were conveyed to them as trustees, by a deed of trust, to secure first mortgage bonds, issued by the railroad company.

They hold them in that capacity, and rely upon the legal title conferred upon them by that deed for their right to maintain this action.

This legal title is conveyed to them jointly, the granting words in the deed being "to the said parties of the second part, their successors and assigns, in the trust hereby created."

Printed record, page 350; marginal page 418.

And the powers conferred can only be exercised by these trustees jointly. It is provided by the deed of trust that a majority of the trustees may act, or in case of the disability of one of them provision is made for the appointment of a successor to carry out the trust.

Printed record, page 354; marginal paging 429 and 430.

Notice to one of the trustees is therefore notice to all.

It is found by the court that one of the trustees had notice of all the defenses of the county and was a party to the transactions, out of which the defenses arose, that the bonds were not issued in payment of assessments and that they were issued without consideration.

Printed record, page 356; marginal paging 433.

It is also found that the other trustees and the mortgage bondholders had no such notice, unless they are charged with constructive notice by the knowledge of Thayer, one of the trustees.

The other trustees, taking their title to these bonds, as such, jointly with Thayer, who had notice, are chargeable with notice also.

Smith v. Smith, 2 Cromp. & Mees. 232,
Meux v. Bell, 1 Hare 73;
Le Neve v Le Neve Leading
Cases in Eq. p 127 3d Am Ed - or p 23)

They are alse chargeable by the terms of the deed under which they hold, which describes these bonds as "a donation," with notice of the fact that they were issued without consideration.

See cases cited in LeNeve *vs.* LeNeve, 2 Lea. Cas. in Eq., *page 43.

See also 2 Bland, 586.

1 Gill and J., 270.

3 How., 333,

and 2 Lea. Cas. in Eq., 3 Am. Ed., top page 168,

and cases cited.

On the foregoing points we make the following

ARGUMENT:

The first question that is presented for consideration by the record in this cause is, whether, under the law and the proceedings of the Board of County Commissioners, the said Board acquired any authority to issue the bonds in suit. And first the provisions of the law are to be considered.

And it will be observed that, unlike most laws for the subscription of stock in and issuing bonds to railroad companies by municipal corporations, the power of determining the question whether such action shall be taken, is left exclusively to the voters.

The county board is not authorized to subscribe the bonds without the vote of the people in favor of it, and if the vote is in favor of such action the board is, by the express language of the law, required to subscribe the stock and issue the bonds. No discretion is left to the board, but it is required imperatively to subscribe the stock and issue the bonds.

It is therefore of the first importance to consider whether the question put to the voters and conclusively decided by them is the question that the law authorizes the officers to submit and the voters to decide. For if the question so passed upon by the people is not such as the law authorized them to decide, it is clear that the act of the officers, in sub-

scribing the stock and issuing the bonds, is *ultra vires* and absolutely void.

The law in question provides in substance that the board of county commissioners of any county to, into, through, from or near which any railroad is or may be located, may submit to a vote of the qualified electors the question of subscribing to the capital stock of such railroad corporation, and issuing bonds in payment therefor; and that if said vote be in the affirmative the board of county commissioners shall issue such bonds.

But the question submitted to the voters and passed upon by them was, whether "the board of county commissioners shall be authorized to subscribe capital stock in the name and for the benefit of Johnson County, in the sum of $100,000, to aid in the construction of a railroad, commencing at or near the Union Depot, on the south side of and near the Kansas River, and near Kansas City; thence to Olathe, in Johnson County; thence, in a southwesterly direction through said county, to the south line of the State of Kansas."

This was not the question of subscribing to the capital stock of "such railroad corporation," for no corporation was named nor alluded to in the vote.

It was not in language nor in substance the question authorized by law to be voted on, for it is manifest that the propriety of subscribing stock in a corporation cannot be determined without knowing in what corporation the stock is to be taken.

A proposition to a capitalist to take stock in a railroad corporation, without informing him what corporation it was, would be too preposterous to be made or accepted by any one, and yet to sustain the transaction in question is to give a construction to this statute that makes it an invitation to the voters of each county in the State to involve the county in just such financial transactions.

It will not do to say that the county commissioners would refuse to issue the bonds unless a good corporation should be found to take them, because, as before shown, the language of the law imperatively requires the board to issue the bonds if the voters so decide. Whatever might be their own opinion of the matter, if the vote was valid and in favor of such ac-

tion, the board has no choice but must subscribe the stock and issue the bonds.

The expediency of subscribing stock in the Kansas and Neosho Railroad Company then has never been decided by the County of Johnson—not through its voters, for they never mentioned it; nor through the Commissioners, for they had no authority to decide it, nor did they attempt any such decision. They merely decided that the question submitted was carried in the affirmative.

Again, the doctrine contended for by our opponents requires the court to hold that the voters may authorize subscription of stock to a railroad, to be built within certain limits, and thereupon the commissioners are to decide whether the road of a corporation desiring such subscription comes within the terms of the subscription, and that they may be called on to decide between rival corporations proposing to build roads within the terms of the description, and each claiming the benefit of the vote.

Suppose when the vote in question was taken there had been several railroad corporations proposing to build roads coming within the description of the vote, the county commissioners must necessarily decide which should be the corporation in which stock should be subscribed; or if no such corporation existed it would be necessary for them to take steps to organize one, as the voters having decided that stock should be subscribed, the commissioners would be bound to subscribe it.

It seems to us that, both by reason and the plain reading of the statute, its requirements are that there must be a railroad corporation, having a road located "to, into, through, from or near" the county; that the qualified electors must vote to take stock in such company and issue bonds in payment therefor, and when such vote has been carried the county board must give it effect by subscribing the stock and issuing bonds to pay for it, and that the commissioners have no power to subscribe the stock or issue the bonds without such vote.

And this doctrine is equally clear upon authority.

In Lewis *vs.* the Board of County Commissioners of Bourbon County, 12 Kas., 186, this doctrine was fully discussed and the conclusion reached that a vote not naming the corporation

was void. See opinion in that case, pages 204 to 207, inclusive, where the court says, "No corporation was named in the proceedings of March, 1867, as the recipient of the proposed subscription and bonds. The proposition in effect was whether authority should be granted to the commissioners to take stock in any corporation now organized, or that might hereafter be organized, that should construct a railroad from the Tebo and Neosho Railroad westward, *via* Fort Scott."

"That a vote authorizing a subscription to one corporation will not sustain a subscription to *another*, even though the latter build the very line of road contemplated by the former and sought to be secured by the vote is settled. (St. Joe and D. C. R. R. Co. *vs.* Commrs. of Nemaha Co., 10 Kas., 569. See also Marsh *vs.* Fulton Co. 10 Wall. 676.) The question now is whether under the statute the people must select the corporation or may they delegate authority to the commissioners to make the selection. * * * * * *
But before the board could make a subscription to the capital stock of any railroad corporation the question must be first submitted to a vote of the qualified electors. What question? Manifestly the question of making the subscription entering into the contract with the railroad corporation. The whole question, not a fragment of it. The question of authority to make *the* contract, not *a* contract. The whole authority delegated to the board by the first clause of the section rests upon the expressed assent of the voters. It is an entire thing; it is the consummation of a contract, and to it as an entirety the people must assent. * * * * * *

"It seems therefore that some corporation must be named as the recipient of the subscription and bonds, or the proceedings will be without warrant of law, and void."

In the case of Commrs. of Miami County *vs.* M. R., F. S. and G. R. R Co., 12 Kas., 230, the question was on the validity of bonds issued to the same company as the one in the case at bar. The order for an election was in the precise terms of the one in this case, and made about the same time and under the same law.

The Supreme Court in that case held that the doctrine of the Bourbon County case applied, and that the bonds were issued without authority, and wholly void.

There has been no conflict of opinion in that court upon

the subject, and we may therefore regard it as settled in that court that such a vote not naming the corporation is void. And as the decisions alluded to are strictly interpretations of the statute of the State we suppose they are conclusive here. And we think the case of Marsh *vs.* Fulton County, 10 Wall., 676, establishes the same principle. That case was decided against the validity of the bonds, on the ground that the stock was not voted to be taken in the corporation in which it was taken, and that is precisely the same defect existing in this case. We think it clear, therefore, that the county never issued the bonds in suit, and never subscribed stock in the railroad company.

And again, even if the vote alluded to had been valid and the County Commissioners had thereby acquired the power to subscribe stock in the said railroad company, that power ceased when the contract of June 19th, 1868, was executed, by which the Commissioners were to issue the remaining $50,000 of the bonds and give up the stock, or rather waive their claim for stock, (for no stock had yet been issued to the county,) and which operated in fact as a recission of the subscription and a donation of the bonds to the railroad company. It could not be a sale of stock. One dollar is too small a consideration for one hundred thousand dollars of stock in a railroad enterprise so promising in its character that wise financiers are investing their millions in it. In the incipiency of a corporate enterprise the stock is always presumably of at least par value, as capitalists do not inaugurate such enterprises without the expectation of profit. It is clear that the transaction was not a sale of $100,000 in stock for $1.00, but a donation of the $100,000 in bonds to the railroad company, and such a gift was of course *ultra vires* and a fraud upon the county, as no statutory authority then existed for such donation.

The provision in the contract that the company should build the road within the time limited was inserted to give color to the gift. It was a consideration for which the Commissioners had no authority to give bonds or anything else. The only authority given to them by law to issue bonds for railroad purposes being to issue bonds in payment for stock of the railroad company.

The County Commissioners are agents of the county, with

powers expressly granted by the law, and possess no powers not so granted.

See 5 Kas. 525 op. p. 545.

And as no authority then existed by statute to issue bonds to railroad companies, except in payment for stock of such companies, it is clear that they had no power to issue bonds merely to induce the railroad company to speed its work in constructing its road, and thereby give to some of the inhabitants of the county the advantages of railroad transportation at an early date, and that is the only consideration which was paid or contracted for, for the one hundred thousand dollars of bonds

If we are right in this, it is clear that the fifty thousand dollars in bonds issued at the time of that agreement were issued without consideration and without authority in the Commissioners to issue them.

The case of the Missouri River, Fort Scott and Gulf Railroad Company *vs.* the Board of County Commissioners of Miami County, 12 Kansas, 482, relied upon by Defendants in Error, is no authority for holding that the agreement of June 19th, 1868, in evidence in this cause is valid. The prayer of the petition in that case was to rescind the contract mentioned in the several counts.

The cause was decided on demurrer to the petition which contained six counts.

The first count states that on the 18th day of June, 1868, the county of Miami was the owner and holder of $150,000 of the capital stock of said company, and that on that day the then board of county commissioners of said county entered into a written contract, which was set forth in the petition, and was in substance similar to the agreement of 19th June, 1868, in this cause. That there was no consideration passed from the railroad company to the county, and thatthe sum of five dollars, specified in the contract, was never paid; that the county never received any consideration for the sale of said stock; that the county has never transferred said stock or any part thereof to the railroad company, and that

said contract is void in law and equity, because of the total failure of consideration therefor.

As to this count the court says that if the contract be *ultra vires* and void its illegality can be successfully pleaded as a defence to any suit to compel performance, and decides that the plaintiff had no remedy in equity.

The second count alleges the making of such a contract, and that the contract was without the authority of law or the assent of the voters. This is all of the count contained in the report of the case, but the language of the court shows that the count claimed ownership and sale of the stock, for the court disposes of the count by showing that the board of county commissioners of a county has authority to sell railroad stock owned by the county.

The third count sets up lack of seals to the paper, which the court overrules.

The fourth count states the ownership of the stock by the county, the making of said contract, and then alleges that the stock owned by the county was worth $150,000 and that a sale for $5 was unconscionable.

To this count the court says that sales are set aside in some cases where the price paid is inadequate to the value of the thing sold; but only when the inadequacy is so gross as to be proof of fraud, or (in case of sales by agents) of collusion between purchaser and agent. And the court here quotes from Story on Sales, Sec. 324, ending with the language—"Indeed, however small the price may be, if it be an *actual* price, and not merely a *nominal* one, it will be sufficient as between the parties."

The plaintiff having alleged that it owned the stock and that the Commissioners sold it, and not having alleged any fraud in the purchase, nor collusion with the agents of the county, nor that the consideration was merely nominal, the court necessarily held that the fourth count did not contain a good cause of action. *Necessarily*, we say, because if the plaintiff had a cause of action on account of inadequacy of the consideration, the gist of the action was the fraud proved by such inadequacy, and the inadequacy of the consideration, however strong it might be as evidence, was *mere* evidence of the fraud or collusion with the agents of the county, and be-

cause the gist of the action was not pleaded, but mere evidence in support of it, the demurrer was necessarily sustained.

The cause at bar differs widely from said count. We do not claim to have ever owned or sold any stock; but state in the answer that the consideration of the agreement of 19th June, 1868, was merely colorable. We allege that the agreement was fraudulently made, and if not in terms, very strongly in substance; that it was made by collusion between the railroad company and the agents of the county to give color of legality to a donation of the bonds to the railroad company, which facts might all have been proved under the general denial.

In closing the opinion upon the fourth count in the case we have been reviewing, the learned Justice says: "In the case at bar, if the contract was simply for the sale of $150,000 of property for $5, the inadequacy would be so strong and manifest as to shock the conscience. It would be impossible to resist the conclusion that there was fraud or collusion in the sale.

"But the consideration was not simply the $5, but the completion, within specified times, of different portions of the railroad through the limits of the county. We are not advised of the condition of the subscription by which the county originally acquired the stock, and hence cannot say that this stipulation was not of great value to the county."

This doctrine that a Board of Commissioners may dispose of the property of the county for no consideration moving to the county in its corporate capacity, but in exchange for hypothetical advantages expected to accrue to some portions of the people of the county, without any statutory authority, seems startling; but, fortunately, it is mere dictum, for the decision of the demurrer as to the counts under consideration was completely disposed of before reaching that part of the opinion.

And even if that dictum were good law it would not affect the case at bar, as the county never sold the stock nor had any such stock, as in that case it claimed to have, but issued the second $50,000 of bonds, without consideration, under color of a void agreement, and at the same time released the supposed claim of the county to stock which constituted the only consideration of the first $50,000 of the bonds.

This we claim was a complete rescission and abandonment of the contract of subscription, if any had existed, and thereby the consideration for the first $50,000 of bonds failed, and the second $50,000 were issued without consideration.

The transaction can be sustained only by holding that county commissioners can bind their county by issuing bonds as a gift to a railroad company, without statutory authority so to do.

And by the rescission of the supposed subscription to the stock of the corporation, the consideration of the $50,000 of bonds thus already issued wholly failed.

It is therefore clear that, even conceding the validity of the vote, the bonds in the hands of the railroad company would be void, for the reasons we have given.

3. Again, if the objection we have mentioned had not existed the county commissioners would still have lacked power to issue the bonds. They were authorized to issue such bonds only in payment of assessments upon all the stock of the railroad company.

This is the express language of the law, and was inserted for the purpose of placing municipalities upon an equal footing with individual subscribers to the stock.

But it is found by the court that a resolution was passed by the board of directors assessing the stock of cities and counties one hundred per cent. on the dollar, and a like amount upon the individual subscriptions, except the stock of such individual subscribers as had paid two per cent., and assessing them ninety-eight per cent., and that none of the individual subscribers ever paid anything except the two per cent., and no effort was made to collect the same—and that afterwards an amount of stock equal to the amount of first mortgage bonds ($5,000,000) was issued to the subscribers of the first mortgage bonds as a bonus.

These facts found by the court show that the resolution for an assessment was merely colorable and made for the purpose of collecting bonds from the municipalities on the subscriptions claimed to have been made by them.

It was a fraudulent attempt to evade the law; to obtain from the municipalities full payment for the subscriptions made by them, while individual subscribers were not required

to pay their subscription, and while $5,000,000 of the stock was given away without any payment therefor.

In no just sense can this resolution be called an assesment upon all the stocks of the railroad company, and the issue of bonds, even if made in payment under that resolution, would have been void in the hands of holders with notice.

But, as already seen, the agreement of June 19th 1868, cancelled the subscription alleged to have been made by this county, which, as we have shown, was void at the time it was made. The bonds then were not a payment upon assessments of all the stock of the county, for there was no stock to assess.

The intended effect of this assessment and the agreement of June 19th, 1868, was to compel the municipalities to contribute largely to building the railroad, and at the same time to own no part of it; to make the counties the only subscribers who had paid for any stock, and the only subscribers who owned no stock in the company.

4. It is apparent from what had been said that the proceedings resulting in the issuing of these bonds were void at nearly every step, but it will be claimed that they are made valid by the law of February 25th, 1868.

This act, like all others conferring power on municipal corporations, must be strictly construed.

Dillon on Municipal Corporations, sec. 55, and cases collected in note, 1st ed. p. 103.

And as a retrospective statute it must be so construed as to limit its retrospective operation to the cases, where the intent of the legislature that it should have such operation is clear from the terms employed in it.

On this point we refer the Court to Cooley's Cons. Lim., star page 370, where the principle is clearly stated and authorities collected.

Obviously it is not to be construed to grant powers or cure defects not mentioned or included in the language of the act.

This statute provides that whenever the voters of a county have heretofore voted in favor of subscribing stock and issuing bonds to *any railroad company or companies*, the Commissioners may subscribe the stock and issue the bonds, whether the orders and elections have been in compliance with the statutes or not, etc.

But the very objection to this election is that the voters did not vote in favor of subscribing stock and issuing bonds to a *railroad company*. No company was named in the order nor in the vote, and it does not appear from either the order or the vote that any company or corporation was to be the recipient of the aid proposed.

Defects in the order of election, such as the failure to fix the election at a proper time after the order was made, or to provide for sufficient notice; and defects in the manner of holding the election itself are cured, where the majority have voted in favor of subscribing stock and issuing bonds to a railroad company or companies; but in the case at bar this essential prerequisite to the taking effect of the curative power of the statute is itself wanting.

The words of the law authorize the County Commissioners to subscribe stock "by issuing to *each* company bonds of such county, etc.

Obviously, this does not mean each company in the State which may apply for bonds. This would be distributing the bonds too much to be of use to the counties or the railroad companies themselves. It must then mean each company to which the people had already voted to extend such aid, and clearly the corporation to which the aid was to be extended must be expressed by the vote. The statute does not give the Commissioners the power of determining who the voters meant to aid where the voters have not expressed such choice themselves.

Again, this act only undertakes to cure defective orders for election and defective elections by authorizing the Commissioners in such cases to subscribe and issue bonds. It does not attempt to cure defective subscriptions already made, or to render valid bonds already issued. In the case at bar, the alleged subscription was made in September, 1866, a year and a half before the law was passed, and half the bonds issued under that subscription six months before the law was adopted, and the second issue in June, 1868, was made, not under a subscription made after the law was passed, but under the old subscription of 1866. The subscription and issue of bonds, therefore, were not in pursuance of the provisions of the curative act, and cannot depend upon it for authority.

The case of the St. Joseph & D. C. R. R. Co. *vs.* Commis-

sioners of Nemaha County, in the Supreme Court of Kansas, 10 Kas., 569, was an application for a mandamus against the County Commissioners to issue bonds to the railroad company.

In 1866 there were two railroad corporations existing, each organized to construct a railroad from Elwood to Marysville, and each seeking subscriptions to its capital stock from Nemaha county. A vote was duly had on the second Tuesday of May, 1866, in favor of issuing bonds to, and taking stock in, one of them, called the Northern Kansas Railroad Company. On the 9th of October, 1866, the said two corporations were legally consolidated, under the name of the St. Joseph & Denver City Railroad Company.

On the 3d of January, 1870, under color of said vote, the Commissioners of Nemaha county made a subscription to the capital stock of the St. Joseph & Denver City Railroad Company. All the conditions of the subscription were complied with by the railroad company, who then tendered certificates of stock and demanded the bonds, which the County Commissioners declined to issue, and thereupon the railroad company filed its petition for mandamus.

The alternative writ was granted, answered by setting up the foregoing facts, and, after argument, decided.

Mr. Stringfellow, for the railroad company, as appears by his points printed with the case, among other points insisted that the act of 25th of February, 1868, had cured the defect in the vote, but the court held that the vote was no authority for subscribing to the stock of the consolidated company, and, on that ground, refused the mandamus. Thus directly overruling the views of counsel on that point, although the opinion does not allude to it.

This case, it seems to us, is in point upon the question we are discussing. The substantial difficulty in the way of each plaintiff is that the people have not voted to take stock in *the corporation* claiming the bonds. By the decisions of the Supreme Court both subscriptions were void.

If the railroad desired by the voters of Johnson county was built by the corporation which received the bonds, so was the railroad desired by the people of Nemaha built by the corporation seeking the bonds, and when the Supreme Court says that the vote in that case is not aided by the curative act,

it necessarily says the same in this; and this is also held by another decision of the Supreme Court of the State.

In the Missouri River, Fort Scott & Gulf R. R. Co. *vs.* Miami County, 12 Kas., 230, the same point was decided. The vote in that case was taken before the passage of the curative act, and the bonds issued after that act was in force. Counsel for the railroad company, Mr. Pratt, claimed the benefit of the curative act in argument, and although the point was not mentioned in the opinion of the court, the decision that the bonds were void, from that defect in the vote necessarily decided that the curative act did not aid the defect in the vote which, as before stated, was precisely the same as in this case.

We suppose, therefore, that the vote in question in this case must be held to have been, when made, and to have continued ever since, in the language of the supreme court, "void," and the case therefore stands as if no vote had been taken.

But even admitting, for the sake of argument, that the act of 1868 was sufficient in its terms to give authority to issue the bonds not issued when the act took effect, there is certainly no intimation in the act of a design to make valid bonds already issued without authority. The act is entitled, "An act to authorize counties to issue bonds"—a prospective and not a retrospective act, and the only bonds it provides for are those to be issued as directed by its provisions. The $50,000 in bonds issued in September, 1867, and before the law passed, already delivered to the railroad company and in circulation, cannot therefore be aided by the act in question.

We come now to consider whether the bonds in suit are made valid by reason of *bona fide* holding for value by the plaintiffs below, and this involves the consideration of two questions.

First, whether the plaintiffs below are such *bona fide* holders for value within the law merchant.

Second, whether, admitting them to be such *bona fide* holders, these bonds are by such *bona fides* made valid in their hands.

The question last mentioned we will first consider, as if the court should reach the same conclusion to which we have arrived, the examination of the question first stated will be unnecessary.

It will be observed that the bonds are in form a simple agreement by the county to pay the railroad company or bearer. There is no recital in the bonds, nor anything in them showing by what authority or for what purpose they were issued.

And we contend that there is no case in this or any other court which holds that bonds issued by municipal officers without authority from the municipality or not in accordance with the provisions of the law authorizing such issue, are valid in the hands even of a *bona fide* holder for value, unless the bonds recite or show on their face a legal authority for their issue.

The mere fact that negotiable bonds were issued by the agents of a municipality without any statement of their authority to do so on the bonds themselves, raises no such presumption that they were lawfully issued as to conclude the municipality when sued by a *bona fide* purchaser.

It is true that in the opinion in the case of Knox county *vs.* Aspinwall, language is used by Mr. Justice Nelson which might lead to such a result, but the decision proceeds on the ground of recitals in the bonds themselves, and these intimations of that learned Judge are inconsistent with the subsequent course of the decisions in this court, which hold that it is the recitals in the bonds showing a valid authority for issuing them, which estops the County from denying the regularity of their issue, after they have been negotiated.

The signature by the officers of the County to a bond is no affirmation that the officers possessed the power to issue it unless the bond shows upon its face that it is issued pursuant to authority of law.

But if the bond does show upon its face the authority by which it is issued, and that authority is good, there is an affirmance of such officers that the bond is lawfully issued, and upon that affirmance, as we think, all the authorities holding the municipality to be estopped, by the act of the officer in issuing the bonds, rest,

If the mere fact that bonds have been issued is conclusive as to their validity when in the hands of an innocent holder, then in every instance where the plaintiff can find any law authorizing the issue of any negotiable bonds under any circumstances, and can produce a bond which he has purchased

for value, he must recover, without any regard to the purposes for which the bond is issued, whether the same is authorized by law or whether it is for a public or private purpose, and thus a board of municipal officers with strictly limited and defined powers, and in this case, a board upon which the law has merely conferred the power, ~~and has conferred the power~~ to write what the voters direct, in fact, mere clerks to write for the people as they dictate, practically hold unlimited power of taxation within the limits of the municipality. But this is wholly incompatible with the numerous cases decided in this Court, like that in Marsh *vs.* Fulton County, 10 Wall. 676, where even *bona fide* holders were defeated, there being no recital in the bonds by which the County was estopped.

As we have already seen, the bonds in suit recite no authority for their issue and do not show whether they are issued for a public or private purpose.

It is true that in Marsh *vs.* Fulton County the law under which the subscription was made provided that the notices calling for the election should specify the company in which stock was proposed to be subscribed, but in this respect the law is not substantially different from that under which the bonds in the case at bar were issued, as we think we have shown upon principle and the decisions in the supreme court of Kansas, in Lewis *vs.* Bourbon County, and Miami County *vs.* Mo. R., Ft. S. and G. R. R. Co., above cited, clearly show.

And in the case of Lewis *vs.* Bourbon County, the court making that decision held the bonds void in the hands of *bona fide* purchasers, on the ground that the vote of the people did not name the corporation in which stock was to be taken.

We therefore claim, for the reasons given, that, although the holders of the bonds held them as *bona fide* purchasers for value, the mere signature of the officers who executed them would not estop the county from denying their validity on the grounds that no vote of the people was had to take stock *in the* railroad company, or to issue bonds thereto, and on the grounds that subscription made for stock without the authority of such vote was rescinded by the county commissioners, and the bond therefore sustained by no legal authority and by no consideration.

Again, we claim that the plaintiffs in the suit below were not *bona fide* holders for value within the law merchant.

"The court below finds that the plaintiff, Thayer, had notice of all the facts and circumstances connected with the issue of these bonds by Johnson County, and of the agreement of June 19th, 1868, and of the facts with regard to the assessment of the stock by the railroad company and of its non-payment, and of the issue of stock as a bonus to the purchasers of the bonds of the railroad company, and of the facts with regard to the completion of the road to the town of Olathe, but his co-trustees had no such notice, nor did the purchasers of the first mortgage bonds have such notice, except so far as they are charged with constructive notice by reason of the knowledge of Thayer, one of the trustees."

It will be observed that the title of the plaintiffs below is that of trustees under a trust deed in the nature of a mortgage to secure payment of bonds issued by the railroad company—Thayer, Palfrey and Weld being made jointly trustees in the trust deed recited by the court in the findings of fact, page 348 of the printed record.

That deed recites that—

"And whereas, the counties along the line of said railroad and Kansas City, have made subscriptions of city and county bonds to aid in the construction of said railroad, as follows: Kansas City, $200,000 of its city bonds; Johnson county, $100,000 county bonds; Miami county, $150,000 of its bonds, and Bourbon county the same amount of its bonds, all bearing interest, and which interest is payable annually or semi-annually.

"And whereas, *other donations of like character* may perhaps be made to said party of the first part to aid in the construction of said road."

This language of the deed clearly implies that the bonds mortgaged to said trustees were issued by the several counties mentioned therein, including the bonds in suit, as donations to the railroad company, and for no consideration, and clearly gives notice to the parties to that instrument that such bonds were issued as a donation, and not in payment of a subscription for stock in said railroad company.

That the parties to a contract are chargeable with notice of all the facts that said contract shows, is a legal proposition, as it seems to us too clear to admit of serious controversy.

The authorities collected in 2d Leading Cases in Equity,

star pages 43, 4 and 5, abundantly establish this principle. See also, *ibid*, pages 168 and 169, 3d American edition, where the American authorities are collected, and the rule laid down "that nothing is better established than the doctrine that a purchaser will have constructive notice of everything which appears in any part of the deeds or instruments which prove and constitute the title purchased."

The Court has found, as appears above, that plaintiff Thayer had full notice of this and all the other defects of authority for the issuance of said bonds.

And we claim that the notice to Thayer was notice to his co-trustees also. In the case of a mere partnership, notice to one partner is notice to all. It seems to us that in the case of trustees holding a joint title, and charged with duties to be jointly performed, as in this case, the reason for applying the doctrine that notice to one is notice to all is much stronger.

Smith *vs.* Smith, 2 Crompton & Mees, 232.

Meux *vs.* Bell, 1 Hare, 73.

It may, perhaps, be claimed that, although the trustees took these bonds with notice of the several infirmities that we have shown therein, they are entitled to recover upon them as *bona fide* purchasers for value, because they hold them as security for the payment of the bonds of the railroad company, the holders of which were not shown to have notice of these infirmities. To this proposition we answer, that notice to a trustee is notice to his *cestui que* trust. That notice to an agent is notice to his principal is familiar doctrine, and as every trustee is, by virtue of the trust, an agent for the principal in regard to the trust property, and in addition to such agency is the holder of the legal title to the property, the reason of the rule for holding the principal bound by notice to the agent is much stronger where the agent holds the title to the property, and is therefore a trustee. That the *cestui que* trust is bound by notice to the trustee, see Gilman *vs.* Brown *et al.*, 1st Mason, marginal paging, 191; in opinion, page 207.

And, again, the holders of said railroad bonds were never holders at all of the bonds now in suit, nor were they ever entitled to be holders of them.

By the terms of the deed the trustees alone could hold, collect, or dispose of them, and the holders of the bonds of the railroad company took nothing but an equitable right to have the proceeds of the county bonds distributed among them in certain contingencies. The trustees were the owners at law of the county bonds, and the only party who could maintain an action upon them. The railroad company had the equitable right to have the avails of the bonds applied to the payment of its bonds, if necessary for that purpose, and if not necessary, to have the bonds returned to it.

The holders of the bonds of the railroad company had the equitable right to have the trust property disposed of and the avails applied, if necessary, to the payment of the bonds they held against the railroad company.

This clearly did not make them holders or owners of the bonds in suit, nor give them any different right therein from the right held in the railroad, in the rolling stock, in the lands held by the railroad company, and all other property of the railroad company, all of which was included in the trust deed, subject to the same conditions as the transfer of the county bonds. It will scarcely be contended that these mortgage bondholders were owners, holders, or entitled to the possession of said railroad property; and it is equally clear that they are not owners nor holders of the bonds in suit.

In this action at law the *bona fide* holding of the bonds of the railroad company by the owners thereof was not put in issue and could not be tried. The petition of the plaintiffs below did not show who such owners were, nor that there were any such owners. It is a simple petition at law, setting up the title to the bonds in the plaintiffs therein.

In answering such petition the defendant could not controvert the *bona fide* holding of the holders of the bonds of the railroad company, for the petition did not show who they were, nor that there were any such holders or such bonds. No evidence, therefore, could be admitted on that subject, nor could the court determine any such question under that petition; nor could the rights of said bondholders be determined in any action at law, their only right being the equitable right above stated, and one which could be determined as between them and the county only in an equitable suit, to which such bondholders, said trustees and the county must be parties, so

that the equitable rights of all said parties might be protected.

These county bonds form but a small proportion of the property included in said deed of trust, and although the holders of the railroad bonds might have taken their equitable interest therein without any notice of the illegalities of the issue of them, the county would have a clear equitable right to have all the other property included in the trust deed first applied in payment of said railroad bonds, and if the same was sufficient to pay them, then to be exempted from the payment of its bonds so obtained from it by fraud and without consideration. As between the county and the railroad company which procured the county bonds to be issued by fraud, it is quite clear that the county should be exempted from payment in preference to the railroad company.

This being the rule of equity, and such bondholders having a mere equitable right in the proceeds of the county bonds can set up their *bona fide* holding only in a suit in equity where such equitable right of the county can be protected.

We think we have shown that the plaintiffs below are not *bona fide* holders for value of the bonds in suit, and have previously shown that if they were such *bona fide* holders, the bonds not reciting any authority for making them, were not made valid by the execution thereof without authority, even in the hands of such *bona fide* holders.

6. It may be claimed by defendant in error that the County, by paying interest on these bonds, estopped itself to deny their validity. But it appears from the record that the interest was paid to the plaintiffs themselves. This payment was no representation to them that induced them to purchase the bonds.

If it can be said that in any case the payment of interest on negotiable paper creates an estoppel against the maker, it must be when a *bona fide* holder obtained the paper after such interest was paid, and when it may be presumed or shown that he took the paper, relying for its validity upon the fact that interest had been paid. When the interest was paid to the plaintiff, as in this case, the mere fact that he has obtained a small sum of money that he was not entitled to gives him no right to receive a larger amount wrongfully.

7. We scarcely need say anything in regard to the facts alleged in the amendment to the petition, and that the bonds

had been registered in the office of the Auditor of State under the act of March 2d, 1872.

The plaintiffs, as trustees, have been the holders of these bonds ever since 1869. Registration under the law of March 2d, 1872, was made at their instance.

And unless this Court is prepared to decide that the act of March 2d, 1872, made the Auditor of the State a judge with power to decide upon the validity of all bonds issued before the passage of the act without hearing evidence or argument and without appeal, then the fact that the holders of these bonds procured them to be registered has no effect upon the defences of the county.

We think then that we have shown that the bonds in suit were void in their inception for the several reasons we have given, and that the plaintiffs have no better right to recover upon them than the payee without transferring them would have had, and submit the cause to the consideration of the court.

NELSON COBB,
Of Counsel for Plaintiffs in Error.

IN THE

SUPREME COURT

OF THE

UNITED STATES.

OCTOBER TERM, A. D. 1876.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JOHNSON,
Plaintiff in Error.

vs.

NATHANIEL THAYER, FREDERICK W. PALFREY and GEORGE W. WELD,
Defendants in Error.

No.

ERROR TO THE UNITED STATES CIRCUIT COURT FOR THE DISTRICT OF KANSAS.

ARGUMENT OF WALLACE PRATT,

Counsel for Defendants in Error.

KANSAS CITY:
TIERNAN & WAINWRIGHT, PRINTERS AND BINDERS.

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TIERNAN & WAINWRIGHT, PRINTERS AND BINDERS.

STATEMENT OF CASE.

This action was commenced by defendants in error to recover the amount due upon a lot of coupons for interest upon certain negotiable bonds, originally issued, to the amount of one hundred thousand dollars, by the County of Johnson, in the State of Kansas, to the Kansas and Neosho Valley R. R. Co., in payment of a subscription of like amount made by said County to the capital stock of said Railroad Company. All of the bonds and coupons, although varying in amounts and dates of payment of the coupons, are in the same form, and the following is a copy of one of them:

"UNITED STATES OF AMERICA.

STOCK BOND

—OF—

JOHNSON COUNTY, KANSAS.

STATE OF KANSAS. DOLLARS.

No.....

THIRTY years after date Johnson County promises to pay to Kansas and Neosho Valley Railroad Company, (a Corporation organized and created under a General Law of the State of Kansas, by virtue of a certificate of incorporation, filed and recorded in the office of the Secretary of the State of Kansas, under date of March the 8th, 1865,) or bearer the sum of .....Dollars, for value received with interest at the rate of seven per cent. per annum, payable semi-annually at the Ninth National Bank in the City of New York, from and after the first day of January, 1867.

By order of the Board of County Commissioners of the County of Johnson, State of Kansas.

Olathe, Kansas, September 3d, 1866.

Attest: B. F. HOLLENBACK, CHAIRMAN,
BOARD COUNTY COMMISSIONERS,
JOHNSON COUNTY."

{L. S.} F. E. HENDERSON, CLERK.

(COUPON.)

OLATHE, KANSAS, JUNE 22, 1868

"Treasurer Johnson County will pay to bearer.....
.....Dollars in the City of New York, being semi-annual interest due on the first day.....187 on the bond of the County of Johnson No.....to the Kansas and Neosho Valley Railroad Company, issued in pursuance of an order of the County Commissioners of said County, dated September 3d, 1866.

B. F. HOLLENBACK, CHAIRMAN
JOHNSON COUNTY COMMISSIONERS."

F. E. HENDERSON, COUNTY CLERK.

(ENDORSED:)

"I, A. Thoman, Auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the Legislature entitled "An act "to authorize counties, incorporated cities and municipal "townships to issue bonds for the purpose of building "bridges, aiding in the construction of railroads, or other "work of internal improvement, and providing for the "registration of such bonds, and the repealing of all laws "in conflict therewith." Approved March 2d, 1872.

Witness my hand and official seal this 16th day of April, 1872. A. THOMAN,

{L. S.} AUDITOR OF STATE."

The authority to the County of Johnson to subscribe to the capital stock of the Railroad Company was conferred by the first section of chapter twelve, of the laws of Kansas for the year 1865, and by a majority vote of the qualified electors of said county, taken November 7th, 1865, upon the following proposition:

"Whereas, on the 14th day of February, A. D., 1865, an act of the Legislature of the State of Kansas took effect and became in full force, entitled: "An act to authorize counties and cities to issue bonds to railroad companies;" and whereas, by law, the Board of County Commissioners are authorized to call a special election of the qualified electors of the county to determine whether the said Board of County Commissioners shall subscribe, in the name of the county, to any railroad corporation to construct a road into or through the county:

It is therefore ordered that a special election of the qualified electors of Johnson County be held at the several voting precincts in said county, on the 7th day of November, 1865; that said election, shall, in regard to qualifications of electors and the manner of receiving votes, and the manner of conducting said election, be according to the laws in force governing elections.

The question submitted to the qualified electors at said election shall be, whether the Board of County Commissioners shall be authorized to subscribe capital stock in the name and for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad, commencing at or near the Union Depot, on the south side and near the mouth of the Kansas River, and near Kansas City; thence to Olathe, in Johnson County; thence, in a southerly direction, through said county to the southern boundary of the State of Kansas;

In case a majority of said electors shall vote for subscription to the capital stock of said Railroad, the Board of County Commissioners shall issue the bonds of said County of Johnson, in such amounts as they may deem best, in payment of said stock; provided, that no part of said bonds shall be issued until work on the said railroad shall

be actually commenced in said county, and then only in pro-rata assessments as the work progresses; and provided further, that the whole of said sum of one hundred thousand dollars shall be expended within the limits of said county; which said bonds shall bear interest at a rate not exceeding seven per cent. per annum, and shall be payable within thirty years.

The ballots of said election shall be written or printed: "For Subscription to Railroad," "Against Subscription to Railroad." If a majority of all the votes cast at said election be for subscription to railroad, the Board of County Commissioners shall be authorized to subscribe stock to said railroad in the name and for the benefit of Johnson County, and to issue bonds in the manner heretofore stated. All books shall be kept at the several voting precincts by the Judges and Clerks of said election, showing the whole number of votes polled for and against said subscription to railroad.

The votes shall be counted by the Judges of said election, and the result proclaimed, and the poll books signed by the Judges and attested by the Clerks as nearly in accordance with Sections 18 and 23, page 459 Statutes of 1862, as may be practicable. After canvassing the votes, the Judges shall seal up and return the poll books to the County Clerk, on or before the Friday next following said election, and within three days after said election deposit one copy of said poll books with the Township Trustee and shall also preserve the ballots used at said elec ion. See Sections 25 and 26, page 497, and code 1862.

The County Clerk and Commissioners will meet in Olathe on Friday next following said election, to canvass and declare the result and make a record thereof.

Ordered, that the foregoing order and notice be published in the Olathe Mirror twenty days prior to said election."

ATTEST: DAVID M. WILLIAMS, Chairman.
F. E. HENDERSON, County Clerk."

On the 3d of September, 1866, the County Commissioners made a subscription to the capital stock of said Railroad Company, of which the following is a copy:

"Whereas, on the 7th day of November, A. D. 1865, an election was held in Johnson County, Kansas, in pursuance of an act of the Legislature of the State of Kansas, entitled: "An act to authorize counties and cities to issue bonds to "railroad companies," and at said election the question submitted to the qualified electors of said county for decision was, whether the Board of County Commissioners of said county should be authorized to subscribe capital stock in the name and for the benefit of Johnson County, in the sum of one hundred thousand dollars, to aid in the construction of a railroad, commencing at or near the mouth of the Kansas River, on the south side thereof; thence in a southern direction to Olathe, in Johnson County; thence in a southern direction through said county, to the southern boundary of the State of Kansas; and whereas, at said election held as aforesaid, a majority of all the electors voting decided in favor of such subscription of stock in the sum of one hundred thousand dollars, to aid in the construction of a railroad; and whereas the Kansas and Neosho Valley Railroad have been incorporated and organized according to law, and have commenced the work of constructing a railroad beginning at that point and running of the line and in the direction heretofore set forth. Now therefore, by virtue of the power vested in us by law, we, the Board of County Commissioners of Johnson County convened in regular session at the City of Olathe, on the 3d day of September, A. D. 1866, do subscribe in the name of and for the benefit of Johnson County the sum of one hundred thousand dollars ($100,000) to the Kansas and Neosho Valley Railroad Company; provided, that said Railroad Company commence the line of their said road near the mouth of the Kansas River, on the south side thereof, thence run, locate and construct the same south through the County of Johnson via the City of Olathe, thence to run in a southern direction through said County of Johnson to the southern boundary of the State of Kansas; and provided further, that no part of the bonds shall be issued on this subscription until the work on said road shall be actually commenced in said County of Johnson, and then

only in pro-rata assessments as the work progresses; and provided further, that the whole of said sum of one hundred thousand dollars shall be expended within the limits of the said County of Johnson.

That said bonds when issued, as herein provided for, shall bear interest after delivery at the rate of seven per cent. per annum, and be redeemable within thirty years."

ATTEST: DAVID M. WILLIAMS,

Chairman of Board of County Commissioners.

F. E. HENDERSON, County Clerk."

And it is further provided that Wm. C. Smith be appointed to represent the stock taken by Johnson County in said road."

THE STATE OF KANSAS } S. S.
JOHNSON COUNTY. }

I hereby certify that the above and foregoing is a true copy of a resolution and order passed by the Board of County Commissioners of said county at their session, held September 3d, 1866.

In testimony whereof I have hereunto set my hand and official seal, this 3d day of September, 1866.

{ L. S. } F. E. HENDERSON,

County Clerk.."

Which subscription was, on the same day, presented to and accepted by the Board of Directors of said Railroad Company, by the following resolution:

"Resolved that the company accept the subscription of one thousand shares, one hundred thousand dollars, stock tendered by the County of Johnson, by the Commissioners of said county, bearing date, the 3d day of September, 1866, and that the County of Johnson be, and is henceforth a stockholder in this company, to the amount of one hundred thousand dollars, one thousand shares."

In April, 1867, a call was made by the Board of Directors of said Railroad Company, upon all of their sub-

scribers for stock, for the whole amount unpaid upon their subscriptions.

On the 6th and 27th days of September, 1867, the County Commissioners of Johnson County issued and delivered to said Railroad Company, in part payment of the subscription of said county, its bonds to the amount of fifty thousand dollars, and which are a part of those in question.

On June 19th, 1866, the following contract was entered into between the President of said Railroad Company, and the Commissioners of Johnson County, to-wit:

"Know all men by these presents, that we, the Board of County Commissioners of Johnson County, in the State of Kansas, in consideration that the Kansas and Neosho Valley Railroad Company shall construct and put into operation a railroad from a point near Kansas City, Missouri, by way of Olathe, to the southern boundary line of said Johnson County, in the direction of Paola, Kansas, within eight months from this date, and in consideration of one dollar to be paid by said Railroad Company, we hereby agree and bind ourselves, for and in behalf of said Johnson County, to assign and transfer to said Railroad Company, or their successors, the one hundred thousand dollars of stock heretofore voted and subscribed by said Johnson County to the capital stock of said Railroad Company; and we do further agree, in consideration of the premises aforesaid, to cause to be issued, without delay, the fifty thousand dollars of bonds of the said county remaining unissued and unpaid on the one hundred thousand dollars of stock, so as aforesaid voted and subscribed, and place said fifty thousand dollars of bonds in the hands of J. E. Hayes, who shall hold said bonds as the Trustee and Agent, both of said Johnson County and said Railroad Company, to be delivered by said J. E. Hayes to said Railroad Company, or their successors, on their constructing and putting in operation said railroad from said point near Kansas City to Olathe; provided, said railroad shall be constructed and put in operation to Olathe within five months from this date.

"And we further agree, in consideration of the premis-

es aforesaid, that in any election of the stockholders of said Railroad Company which may be held prior to the transfer of the one hundred thousand dollars of stock as above provided for, and while said Railroad Company may be engaged in good faith in performing the conditions upon which such transfer of stock is to be made, that we will cast the votes to which said county may be entitled as a stockholder, in such manner and for such persons as said Railroad Company, or their successors, may request.

It is hereby expressly understood, that if said Railroad Company shall fail to comply with the conditions above mentioned, then this agreement shall be null and void; but, if the said company, or their successors, shall fully comply with all of said conditions, then this agreement shall be binding and in full force.

Witness our hands at Olathe, this 19th day of June, A. D. 1868. B. F. HOLLENBACK,

Chairman Board of County Commissioners.

JOHN BRADY, Associate Commissioner."

On June 22d, 1868, the County Commissioners of Johnson County executed the remaining fifty thousand dollars of bonds, and placed the same "in escrow" with Josiah E. Hayes, to be delivered to said Railroad Company, upon its compliance with the terms of the contract of June, 1868.

On October 5th, 1868, the County Commissioners, at the instance of the President of the Railroad Company, made the following order extending the time for completion of the agreement of June 19th, 1868, to-wit:

"Whereas, by mutual agreement between the Commissioners of the County of Johnson, and the Kansas and Neosho Railroad Valley Company have granted to them an extension of time from the 19th day of November next, to the 5th day of December next, within which to construct their said road to the town of Olathe, according to the provisions in other respects of a resolution, ordinance, or agreement passed or entered into on the 19th day of June, A. D. 1868, by the said County Commissoners, entitling the said Railroad Company to the bonds and stock of said

county voted and subscribed to said company. It is therefore resolved, by the commissioners of Johnson county, that in the event said railroad company shall so construct to the town of Olathe their said road on or before the 5th day of December, in manner prescribed in the resolution, ordinance or agreement passed June 19th, 1868, the Trustee or Commissioner named therein, shall, and is hereby instructed and empowered to deliver and assign to said railroad company the said stock and remaining bonds of said county as heretofore authorized and instructed, the same in all respects as though the said road had been constructed to the town of Olathe, on or before the 19th day of November, 1868.

B. F. HOLLENBACK, Chairman Board.
JOHN BRADY,
K. COATES, President R. R. Co."

The railroad company completed its road according to the terms of the agreement and order of extension, and, on the 15th day of December, 1868, said Hays delivered to the railroad company the remaining fifty thousand dollars of bonds.

On or about March 29th, 1869, said railroad company, having previously changed its corporate name to "Missouri River, Fort Scott & Gulf Railroad Company," executed a Mortgage or Deed of Trust, bearing date January 1st, 1868, upon its railroad and other property, including the bonds in question, to the defendants in error in this suit, as trustees, and to secure the payment of five thousand negotiable bonds of said railroad company, of one thousand dollars each, of same date of the Deed of Trust.

Immediately after the execution of said Deed of Trust, the railroad company delivered to said defendants in error, trustees, the county bonds in question, and they have ever since been held by them.

The railroad company, before the maturity of any of the coupons in suit, had issued and transferred for value their five thousand negotiable bonds of one thousand dollars each, secured by the Deed of Trust, and the same are now

outstanding in the hands of various parties, and unpaid, and there is now due thereon interest to the amount of five hundred thousand dollars.

All of the coupons for interest that have matured prior to those in suit, including those maturing prior to the execution of said Deed of Trust, have been regularly paid by said county by the levy and collection of a tax for that purpose.

The facts upon which the above statement is based are all contained in the finding of the court below.

See pages 341 *and* 352 *of printed Record.*

The action was tried by the court without a jury, and a special finding of facts made. Upon these facts the court found as a conclusion of law, that the defendants in error were entitled to recover the full amount of the coupons declared on, and that judgment be entered accordingly, which was done. To the conclusion of law and judgment the plaintiff in error excepted, *but filed no exceptions whatever to the finding of facts.*

Pages 341 *to* 356 *of printed Record,*

ARGUMENT.

I.

The presentment by the plaintiffs, at the trial, of the coupons in suit, made a "prima facie" case, which neither the agreed statement of facts, nor the depositions offered on the part of the defendant, tended in any wise to disprove.

II.

Neither of the grounds relied upon by the plaintiff in error to avoid a recovery affects the question of the *power* of the county commissioners to issue the bonds. The statute under which the vote was had contained no condition, precedent to the exercise of the power given to the county commissioners, that the name of the corporation, to whose capital stock the subscription was to be made, should be specifically named in the proposition submitted to the people to be voted upon, nor that the final and exact line of the proposed road should be located.

The following is a copy of the first section of this act of 1865:

"SECTION 1. That the Board of county commissioners of any county, to, into, through, from, or near which, whether in this or any other State, any railroad is, or may be located, may subscribe to the capital stock of any such railroad corporation, in the name and for the benefit of such county, not exceeding in amount the sum of three hundred thousand dollars in any one corporation, and may issue the bonds of such county, in such amounts as they may deem best, in payment for said stocks; provided that such bonds shall be issued only in payment of assessments made upon all the stock of such railroad company, which bonds shall bear interest at a rate not exceeding seven per

cent. per annum, and shall be payable within thirty years. And the said board of commissioners shall elect one of their number, who shall not be a stockholder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company; and said board of commissioners shall annually levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds, and to create a sinking fund for their redemption. But no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county at some general election, or at some special election to be called by the board of county commissioners, by first giving twenty days notice in some newspaper published and having general circulation in the county, or, in case there be no newspaper in the county, then by written or printed notices posted up in each election precinct; and in submitting said question, said board of commissioners shall direct in what manner the ballots shall be cast. If a majority of the votes cast at such election shall be in favor of issuing such bonds, the Board of commissioners of the county shall issue the same."

Laws of Kansas, 1865, *chap.* 12, *sec.* 1.

The court will perceive that the only requirement was, that the corporation, to whose capital stock subscription was proposed to be made, should be one whose railroad was to be located "to, into, through, from or near" the county of Johnson.

The electors of the county were first to determine the question, by vote, whether the county should aid, and to what amount in the building of any railroad to, into, through, from or near the county; and this being determined in the affirmative, the county commissioners were to exercise their own discretion as to what corporation such aid should be extended, limited only by the provisions above stated as to the final location of the road.

While the submitting of a proposition was a necessary pre-requisite to the exercise of the power by the commis-

sioners, and without which their acts would be void, yet, even if the statute had provided that the name of the corporation should be designated in the proposition, an omission to so designate it would be merely an irregularity, cured by the fact that the Kansas and Neosho Valley Railroad Company, (now Missouri River, Fort Scott and Gulf Railroad Company) to whose capital stock the county commissioners subscribed, after the affirmative vote of the people upon the proposition submitted, did at once build and have ever since been operating its line of railroad through the county of Johnson.

See page 344 *of printed Record.*

The proposition, although not designating the Kansas and Neosho Valley Railroad Company by name, yet sufficiently described it by defining the route of the road to whose capital stock was to be subscribed, which was the same route expressed in the charter of this company, a copy of which is attached to the agreed statement of facts.

See page 345 *of printed Record.*

Nor did the statute require the final location of the road prior to making a subscription. The words in the statute, to-wit: "is or may be located," indicate that the Legislature did not intend to limit the subscription to a road already located at the time of the vote or subscription, but to enable the county commissioners to hold out inducements to railroad corporations to locate their line of road through such county, by voting aid and making a subscription to the capital stock of some one corporation, conditional of course upon the ultimate location of the road "to, into, through, from or near" such county.

Had the Kansas and Neosho Valley Railroad Company never located its line of road through Johnson county, the objection might be a valid one, except as to purchasers of the bonds for value and without notice; but the objection only as to the time when the location was made, if well taken, shows but an irregularity, cured before the

bonds were issued, and which in no wise operated to the disadvantage or prejudice of the county of Johnson.

III.

If, however, there is any force in the claim of the plaintiff in error, that the neglect to designate the name of the corporation in the proposition voted upon, or in the failure to make final location of the line before the vote, was such a non-compliance with the provisions of the law, under which the power to issue the bonds is derived, as would invalidate them, both of these objections are cured by the express provisions of chapter 84 of the General Statutes of Kansas, as follows:

General Statutes of Kansas, Page 892.

"*An Act to Authorize Counties to issue Bonds to Railroad Companies*:

§1. Commissioners may issue county bonds to railroad company when.

2. Shall levy tax to pay interest and create a sinking fund.

§3. Commissioners to elect one of their number to cast the vote of the county at election for Directors.

4. Provisions of this act applicable in what cases.

Be it enacted by the Legislature of the State of Kansas.

Commissioners may issue county bonds to railroad company, when

SECTION 1. Whenever a majority of the persons voting at any election called by the Board of County Commissioners of any county have heretofore voted in favor of subscribing stock and issuing bonds to any railroad company or companies, the Board of county commissioners of such county may subscribe to the capital stock of such railroad company or companies to the amount, and on the conditions specified in the order of such Boards of county commissioners in such cases, and pay such subscription by issuing to each company bonds of such county at par, payable at a time therein to be fixed, not exceeding thirty years from the date thereof, bearing interest at the rate of sev-

en per cent. per annum, with interest coupons attached, whether such orders and elections or either of them have been in compliance with the Statutes in such cases made and provided or not, or whether the proposition submitted at the election had, was for the subscription of stock and the issuance of bonds to one or more railroad companies.

Shall levy tax to pay interest and create a sinking fund.

SEC. 2. The Board of county commissioners of such counties shall, annually, levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds and to create a sinking fund for their redemption.

Commissioners to elect one of their number to cast the vote of the county at the election of directors.

SEC. 3. The Board of county commissioners of such county shall elect one of their number, who shall not be a stock holder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company.

Provisions of this act applicable in what cases.

SEC. 4. The provisions of this act shall be applicable in all cases where the election was held, upon the subscription of stock and the issuance of bonds, prior to the 21st day of January, A. D. 1868.

SEC. 5. This act shall take effect and be in force from and after its publication once in *The Kansas Daily Tribune.*

Approved February 25th, 1868. Published in *The Kansas Daily Tribune*, February 28, 1868."

It is admitted in the Record, (*Page* 342 *printed Record*) that there was a majority vote in favor of the proposition, and the vote was taken Nov. 7th, 1865; thus bringing the case within the provisions of the curative act of 1868.

Lewis vs. Comms. of Bourbon County, 12 *Kas.*. 185- 212-222.

Nor does the fact that one-half the bonds were issued

prior to the passage of the law of 1868, render this statute inapplicable.

Section 4 of the act in question is as follows:

"The provisions of this act shall be applicable in all "cases where the election was held upon the subscription "of stock, and the issuance of bonds, prior to the 21st day "of January, A. D. 1868."

The last $50,000 of the bonds were not issued, and the subscription of the county fully paid, until June, 1868.

In the case of Lewis vs. Commissioners of Bourbon County, *supra*, the Supreme Court of Kansas held:

First—That the submission of a proposition to the people to subscribe for stock, without naming the proposed recipient of subscription and bonds, was unauthorized and void.

Second—That the election in that case conferred no authority, "*because a majority of the votes cast were against the granting of authority.*"

Third—"That for a like reason the curative act of 1868 did not apply to that election." That is, because there was not a majority vote in favor of the proposition; thus plainly implying that if there had been a majority vote, the act of 1868, above cited, would have been applicable, and would have cured the defect caused by the omission of the name of the railroad company from the proposition submitted.

Lewis vs. Bourbon County, 12 *Kas.*, 186. *See page* 222.

In the case of the Missouri River, Fort Scott and Gulf Railroad Company vs. Commissioners of Miami County, decided about the same time, by the same court, and reported in 12 Kansas, page 230, the record showed that the proposition submitted was similar to the one in the case at bar, *but was authorized by a majority vote of the electors of the county.*

The court held, following the case of Lewis vs. Bourbon County, that the omission to name the corporation to which the bonds were to be issued rendered the proceedings and

the bonds void. In that case the act of 1868, as construed in Lewis vs. Bourbon County, was plainly applicable, and it was so argued by the Counsel for the Railroad Company.

The court however overlooked this, and nowhere in the opinion refer to the curative act.

The decision was made upon a demurrer filed by the R. R. Company to the petition of the county of Miami, and the case was remanded to the District Court, where it is now pending upon issues made by the answer filed by the R. R. Co. to the petition, after the decision upon the demurrer.

Should this case ever again reach the Supreme Court of Kansas, as it may if decided adversely to the R. R. Co. in the District Court, that court will then be asked to apply the curative act of 1868, as construed by them in the case of Lewis vs. Bourbon County, and which they so strangely overlooked in their decision upon the demurrer to the petition in the case vs. Miami County.

IV.

Whatever view may be taken of the propriety of the contract, by which the County Commissioners, in consideration of a nominal sum, and the agreement on the part of the R. R. Co. to complete the road through Johnson county by a certain designated time, sold and transferred its stock to the R. R. Co., there can be no doubt of its validity. No time for the completion of the road was specified in the original proposition voted upon, nor in the subscription, and no one has a right to say that the early and speedy completion of the road was not of value to Johnson county. The law gave the commissioners ample power to make the sale of the stock; they did sell it, and for a valuable consideration.

Compiled Laws Kansas, 1862, *Chapter* 52, *Sections* 1, 2, 3, 15.

General Statutes Kansas, 1868, *page* 255, *Chapter* 25, *Sections* 1, 2, 3, 16.

The validity of a similar contract has also been sustained by the Supreme Court of Kansas.

Gulf R. R. Co. vs. Com's Miami County, 12 *Kas.* 482.

The position taken by the counsel for the plaintiff in error, that this contract for the sale of the stock operated as a release of the county from its subscription, seems to me wholly untenable. The commissioners had power to make the sale, and the consideration expressed in the contract was of sufficient value to sustain it.

The fact that the sale was made to the R. R. Co. affords no reason for any different interpretation of the contract.

V.

If we concede that the several objections made by the plaintiff in error to the validity of the bonds in question are well taken, notwithstanding the curative statute of 1868, and the decision of the Supreme Court of Kansas sustaining the sale of stock in the Miami county case, yet they are of no avail to the county as against the defendants in error in this action. No one of these objections affects the *power* of the County Commissioners to issue the bonds; but all are merely to irregularities, neglects or omissions, that were cured by the issue, or to the question of failure or want of consideration. The defendants in error are the holders of these bonds, as trustees for the many owners of five millions of bonds of the railroad company to which these county bonds were originally issued. They were created such trustees by the mortgage, bearing date January 1, 1869, executed by the R. R. Co. to them to secure their five million of bonds of like date. These county bonds, then owned by the R. R. Co., were delivered to the defendants in error as such trustees, in conformity with the terms of said mortgage. The five millions of R. R. bonds were issued, and sold for value on the market to various persons, and are now outstanding and unpaid, with an accumulation of unpaid interest to the amount of $500,000. By the terms

of the R. R. mortgage, the defendants in error were to hold these county bonds and collect them, as part of the mortgage security of the holders of the R. R. bonds.

That the holder of a negotiable security, taken before maturity as collateral to the payment, and cotemporaneous with the contraction of a debt, is afforded the same protection that the law gives to the one who purchases absolutely, is too well settled in this court to be questioned.

Swift vs. Tyson, 16 *Peters* 1.
Goodman vs. Simonds, 20 *How.* 343.

And it makes no difference whether the negotiable collateral is delivered to the party to whom the original debt is due, or is delivered to a trustee to be held for his use and benefit.

These defendants in error then, as trustees of this express trust, are entitled to the same protection against defenses of the character of those interposed herein, as would be given to the several holders of these railroad bonds, if they were the absolute owners of the county bonds in suit, and the action to collect was brought in their name.

This being the position of the defendants in error, the objection made by the plaintiff in error, that there is a failure or want of consideration for the issue of these county bonds, is of no avail, unless it is shown that the holders of these five million dollars of railroad bonds, before their purchase of the same, had notice of such failure or want of consideration.

The counsel for the plaintiff in error claims to have shown such notice by proving that Nathaniel Thayer, one of the trustees, in September, 1868, became a director in the railroad company to which these county bonds were originally issued. This was about twelve months after fifty thousand dollars of these county bonds had been issued and delivered to the railroad company, and nearly three months after the execution of the contract by which the stock of the county was sold to the railroad company, and the executing or placing in "escrow"

of the last $50,000 of bonds to be delivered to the railroad company, and yet the plaintiff in error claims that this was a notice, not only to Mr. Thayer, that the consideration of these bonds had failed, but also notice to Mr. Palfrey and Mr. Weld, who became co-trustees of Mr. Thayer several months later, and therefore notice to the many holders of the five million dollars of railroad bonds issued and sold long afterwards.

To this extraordinary proposition, we answer:

First—That the fact, that Mr. Thayer became a director of the railroad company in September, 1868, is no evidence of his knowledge of the sale of its stock by the county of Johnson, made nearly three months before to the railroad company, nor would the law charge him individually with such knowledge, although the court below found otherwise.

Second—That the knowledge of Mr. Thayer, as Director in the R. R. Co., either actual or by implication of law, is not the knowledge of his co-Trustees, who became such some three months after the election of Mr. Thayer as Director, and so the court below found.

Third—That the knowledge of one, or of all of the Trustees, is not to be charged upon their "cestui que trust," the holders of the bonds of the railroad company.

The "cestui que trust" did not select these plaintiffs as Trustees, and hence they are not their agents.

The plaintiffs were selected by the R. R. Co., their powers conferred and duties prescribed, *before there were any bond holders.* No relation of principal and agent exists between them. The relation is one simply of Trustees and "cestui que trust."

Curtis vs. Learitt, 15 *N. Y.* 9—*vide pages* 175, 194, 195.

VI.

In conclusion we will simply call the attention of the court to the fact, (*page* 344 *printed record*), that ever since

the issuing of the county bonds, and until the maturity of the coupons in suit, the county of Johnson has each year levied a tax for the purpose of paying the semi-annually accruing interest, and with the proceeds of such tax has paid the several coupons as they matured.

The power to issue these bonds existed, and by these repeated payments of interest, the county is estopped from setting up irregularities in their issue.

No one of the objections, made by the plaintiff in error to the validity of the bonds, is more than an irregularity in the exercise of the power delegated to the county commissioners.

Keithsburgh vs. Frick, 34 *Ills.*, 405.
Schenck vs. Supervisors, 5 *Wall.* 772.
Beloit vs. Morgan, 7 *Wall.* 619.

Also see

Pendleton County vs. Amy, 13 *Wall.* 619.

There is no error in the proceedings of the court below and its judgment should be affirmed.

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